55

1105
Ex Q

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, [illegible] 1902.

No. 220 77.

WILLIAM E. HALE, AS RECEIVER FOR THE COLLECTION AND ENFORCEMENT OF THE LIABILITY OF STOCKHOLDERS OF THE NORTHWESTERN GUARANTY LOAN COMPANY (A CORPORATION), PETITIONER,

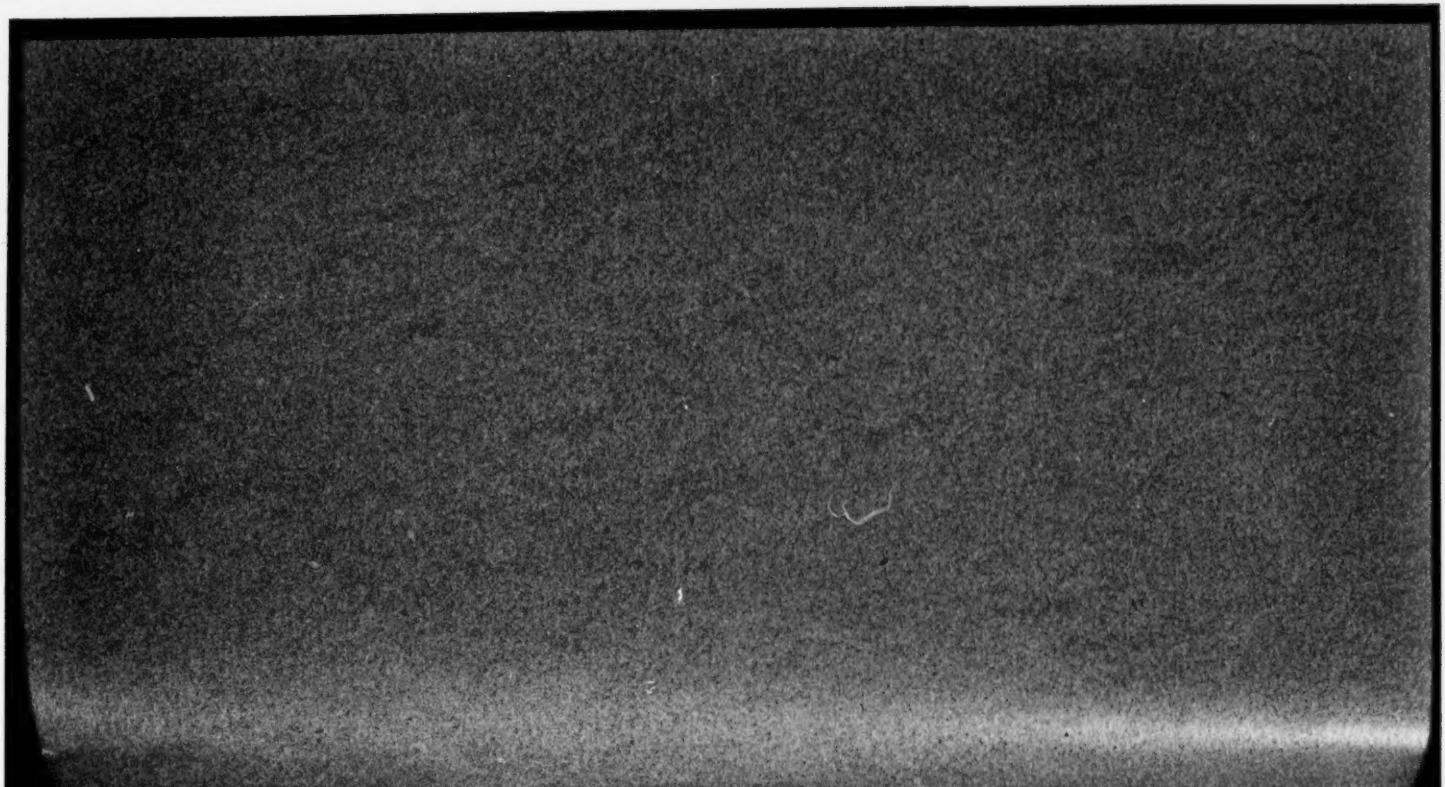
vs.

EDWARD P. ALLINSON ET AL.

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE THIRD CIRCUIT.

PETITION FOR CERTIORARI FILED APRIL 5, 1902.
CERTIORARI AND RETURN FILED MAY 21, 1902.

(18,196.)



(18,106.)

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1901.

No. 290.

WILLIAM E. HALE, AS RECEIVER FOR THE COLLECTION AND ENFORCEMENT OF THE LIABILITY OF STOCKHOLDERS OF THE NORTHWESTERN GUARANTY LOAN COMPANY (A CORPORATION), PETITIONER,

vs.

EDWARD P. ALLINSON ET AL.

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE THIRD CIRCUIT.

INDEX.

	Original.	Print.
Caption	*a*	1
Transcript from the circuit court of the United States for the eastern district of Pennsylvania	1	1
Docket entries	1	2
Caption	2	3
Subpœna	3	3
Bill of complaint	7	6
Exhibit A—Record from district court, county of Hennepin, State of Minnesota	19	14
Summons	21	17
Amended complaint	24	20
Exhibit A—Articles of incorporation of Northwestern Guaranty Loan Company	41	34
Exhibit B—Petition of Goodnow and Lawther	43	37

JUDD & DETWEILER, PRINTERS, WASHINGTON, D. C., SEPTEMBER 12, 1901.

	Original.	Print
Findings of fact	50	43
Conclusions of law	58	50
Findings of fact	59	52
Conclusions of law	60	53
Schedule A—Names of creditors, &c	63	55
Bond of receiver	95	79
Judgment and decree	101	84
Schedule A—Names of creditors, &c	104	88
Clerk's certificate	117	97
Judge's certificate	117	98
Clerk's certificate	118	98
Demurrer of Philadelphia Trust and Safe Deposit Company, trustee	119	99
Demurrer of John Converse *et al*	122	101
Henry Haines	125	104
Mary K. Perot	127	106
Joseph M. Gazzam	129	108
J. Bertram Lippincott	132	110
Joinder of issue	134	113
Bond for costs	135	114
Argued on demurrers	137	115
Opinion	136	115
Decree	141	120
Petition for appeal and allowance	142	120
Assignments of error	144	122
Bond surappeal	146	124
Citation	149	126
Clerk's certificate	150	127
Order taking cause under advisement	151	127
Opinion	151	128
Judgment	153	129
Order to issue mandate	154	130
Mandate	154	130
Clerk's certificate	156	131
Writ of certiorari	158	132
Stipulation as to return to writ of certiorari	161	133
Clerk's certificate and return to writ of certiorari	163	133

a Original.

Transcript of Record.

United States Circuit Court of Appeals for the Third Circuit, September Term, 1900.

ARTHUR R. ROGERS and W. E. HALE, Receivers for the Collection and Enforcement of the Liability of Stockholders of the Northwestern Guaranty Loan Company, Appellants.

vs.

EDWARD P. ALLINSON. } No. —.

Appeal from the circuit court of the United States for the eastern district of Pennsylvania.

Filed July 31, 1900.

1 October session, 1898.

Charles C. Lister, M. H. Boutelle.

Byerly Hart, for J. B. Lippincott.

J. Campbell Lancaster, for Henry Haines.

J. G. Johnson, for Penna. Co., trustee of Mary A. Guzzam.

Townsend, Elliott & Townsend, for the Phila. Trust Co.

Wm. S. Wallace, for Jos. M. Gazzam.

A. B. Weimer, W. C. Rodman, & J. G. Johnson, for sundry def'ts.

ARTHUR R. ROGERS and W. E. HALE, as Receiver- for the Collection and Enforcement of the Liability of Stockholders of the Northwestern Guaranty Loan Company,

vs.

EDWARD P. ALLINSON, GERTRUDE ALLISON, Willis R. Armstrong, William Burnham, George Burnham, Jr., Isabel H. Charlton, Silas Carey, Ellis Clark, John H. Converse, George W. Cornell, James M. Crowell, S. W. Dana, Joseph M. Gazzam, Henry D. Gregory, J. McGregor Gibb, Emiline F. Godfrey, Edward H. Gourley, Emma E. Haman, William Hacker, Henry Haines, Samuel A. Hendrickson, Ernst Hitz, Rudolph Koradi, J. Bertram Lippincott, Edwin F. Morse, George A. Morse, Charles P. Perot, Mary K. Perot, Walter C. Rodman, A. J. Richardson, Abigail Rodman, J. Bunford Samuel, Walter R. Shaefer, Charles M. Swain, Charles J. Shoemaker, Melanie M. Stussy, Richard Tull, Samuel W. Wray, Charles W. West, Edward G. West, Albert B. Weimer, Charles F. Wignall, Alpheus Wilt, Mary Wilt, Florence Wilson, Pennsylvania Company for Insurance on Lives and Granting Annuities (a Corporation), Trustee for Mary A. Gazzam, and The Philadelphia Trust, Safe Deposit and Insurance Company (a Corporation), Trustee for Mary A. Gazzam. } 26.

Nov. 22, 1898.—Bill in equity filed.
Subpœna issued returnable first Monday of January next.
Dec. 19, 1898.—B. Hart, Esq., appears for J. B. Lippincott.
Dec. 20, 1898.—J. C. Lancaster, Esq., appears for Henry Haines.
Dec. 28, 1898.—J. G. Johnson, Esq., appears for Penna. Co., trustee for Mary A. Gazzam.
Dec. 29, 1898.—Townsend, Elliott & Townsend appear for the Phila. Trust Co., trustee.
Jan'y 2, 1899.—W. S. Wallace, Esq., appears for Jos. M. Gazzam.
Jan'y 2, 1899.—Subpœna returned served as to certain defendants and "*mortuous est*" and "*nihil habet*" as to others (see return attached to writ on file).
2 Jan'y 4, 1899.—A. B. Weimer, Esq., W. C. Rodman, Esq., and John G. Johnson, Esq., appear for E. P. Allinson, W. R. Armstrong, W. Burnham, George Burnham, Jr., John H. Converse, James M. Crowell, S. A. Hendrickson, R. Koradi, G. A. Morse, E. F. Morse, A. J. Richardson, A. Rodman, W. C. Rodman, W. R. Schaefer, C. J. Shoemaker, A. B. Weimer, S. W. Wray, C. F. Wignall, defendants.
Feb'y 9, 1899.—Demurrer of the Phila. Trust Co., trustee, filed.
Feb'y 15, 1899.—Demurrer of John H. Converse, William Burnham, George Burnham, Jr., James M. Crowell, Charles M. Swain, E. P. Allinson, W. R. Armstrong, S. A. Hendrickson, Rudolph Koradi, Edwin F. Morse, George A. Morse, Walter C. Rodman, A. J. Richardson, Abigail Rodman, Walter R. Schaefer, Charles J. Shoemaker, Albert B. Weimer, Charles F. Wignall and Samuel W. Wray, filed.
Feb'y 15, 1899.—Demurrer of Henry Haines, filed.
Feb'y 18, 1899.—Demurrer of Mary K. Perot, filed.
Feb'y 23, 1899.—Demurrer of Joseph M. Gazzam, filed.
Feb'y 24, 1899.—Demurrer of J. B. Lippincott, filed.
Jan'y 19, 1900.—Replication filed.
April 11, 1900.—Bond for costs filed.
April 23, 1900.—Argued surdemurrers.
June 11, 1900.—Opinion sustaining demurrer.
July 26, 1900.—Decree dismissing bill.
July 26, 1900.—Petition for appeal filed and allowed.
July 26, 1900.—Assignments of error filed.
July 26, 1900.—Citation allowed and issued.
July 26, 1900.—Bond surappeal approved and filed.
July 27, 1900.—Citation returned service accepted.

In the Circuit Court of the United States in and for the Eastern District of Pennsylvania, in the Third Circuit.

ARTHUR R. ROGERS ET AL.
vs.
EDWARD P. ALLINSON ET AL.

UNITED STATES OF AMERICA,
Eastern District of Pennsylvania, } *ss:*

Pleas and proceedings before the honorable the judges of the circuit court of the United States in and for the eastern district
3 of Pennsylvania, in the third circuit, of October session, 1898, No. 26.

It is thus contained:

Be it remembered that on the 22nd day of November, 1898, the complainants, by their counsel, come into our court here and file their bill of complaint against the respondents, which being read is in the words and figures following, to wit:

UNITED STATES,
Eastern District of Pennsylvania, } *sct:*

The President of the United States to Edward P. Allison, Gertrude Allison, Willis R. Armstrong, William Burnham, George Burnham, Jr., Isabel H. Charlton, Ellis Clark, John H. Converse, James M. Crowell, S. W. Dana, Joseph M. Gazzam, Henry D. Gregory, J. McGregor Gibb, Emiline F. Godfrey, Emma E. Haman, William Hacker, Henry Haines, Samuel A. Hendrickson, Ernst Hitz, Rudolph Koradi, J. Bertram Lippincott, Edwin F. Morse, George A. Morse, Charles P. Perot, Mary K. Perot, A. J. Richardson, Abigail Rodman, Walter C. Rodman, J. Bunford Samuel, Walter R. Shaefer, Charles M. Swain, Charles J. Shoemaker, Melanie M. Stussy, Richard Tull, Samuel M. Wray, Charles W. West, Edward G. West, Albert B. Weimer, Charles F. Wignall, Alpheus Wilt, Mary Wilt, Florence Wilson, all of Philadelphia, in the State of Pennsylvania, and all citizens of the State of Pennsylvania, and the Philadelphia Trust, Safe Deposit and Insurance Company of Philadelphia, in the State of Pennsylvania, trustee for Mary A. Gazzam, a corporation organized under the laws of Pennsylvania and a citizen of the State of Pennsylvania, and the Pennsylvania Company for Insurance on Lives and Granting Annuities, of Philadelphia, in the State of Pennsylvania, trustee for Mary A. Gazzam, a corporation duly created under the laws of the State of Pennsylvania and a citizen of the State of Pennsylvania, and Silas Carey, George W. Cornell, and Edward H. Gourley, all of Newton, in the State of Pennsylvania, and all citizens of the State of Pennsylvania:

For certain causes offered before the circuit court of the United States in and for the eastern district of Pennsylvania, in the third circuit, we command and strictly enjoin you, and each of you, that

laying all other matters aside and notwithstanding any excuse, you and each of you personally be and appear before the judges of the said court, at a session of the same court, to be holden at Philadelphia, on the first Monday of January next, to answer concerning those things which shall then and there be objected against you, and to do further and receive what the said court shall have considered in this behalf. And have you then and there this
4 writ. And this you are in nowise to omit, under the penalty of four hundred dollars.

Witness the Honorable Melville W. Fuller, Chief Justice of the Supreme Court of the United States, at Philadelphia, this 22d day of November, 1898, and in the 123rd year of the Independence of the said United States.

SAMUEL BELL,
Clerk of Circuit Court, United States,
Per BRODBECK.

NOTE.—The defendants in this case are required to enter their appearance in the clerk's office of said court, on or before the first Monday of January next, otherwise the bill may be taken *pro confesso.*

Endorsed: I accept service of the within subpœna for the defendant, J. Bertram Lippincott. December 6, 1898. Byerly Hart, attorney for J. Bertram Lippincott. J. McGregor Gibb, for self.

We hereby accept service of the within subpœna for the Philadelphia Trust, Safe Deposit and Insurance Company, trustee for Mary A. Gazzam.

TOWNSEND, ELLIOTT & TOWNSEND,
Attorneys for the Philadelphia Trust, Safe Deposit and Insurance Company, Trustee for Mary A. Gazzam.

December 7, 1898.

I hereby accept service of within subpœna for Henry Haines.

J. CAMPBELL LANCASTER,
Attorney for Henry Haines.

December 12, 1898.

We hereby accept service of the within subpœna on behalf of Mary K. Perot.

December 21, 1898.

JOSEPH T. BUNTING.
WILLIAM C. HANNIS.

I hereby accept service of the within writ for Joseph M. Gazzam.
December 23, 1898.

W. S. WALLACE.

December 27, 1898, at Philadelphia, in my district, served the within writ on Willis R. Armstrong, Edward P. Allison, James M. Crowell, Rudolph Koradi, Edwin F. Morse, George A. Morse, Walter

C. Rodman, A. G. Richardson, Walter R. Shaefer, Charles J.
5&6 Shoemaker, Albert B. Weimer, Charles F. Wignall, Charles M. Swain, William Burnham, George Burnham, Jr., Stephen W. Dana, Abigail Rodman.

December 28th, 1898, on Samuel A. Hendrickson and Samuel W. Wray by giving to each of them respectively a true and attested copy thereof and making known the contents of the same.

Also, on December 27, 1898, on John H. Converse by leaving a true and attested copy thereof at his residence with an adult member of his family, to wit, Delia Hogan.

Also, on December 27, 1898, on the Pennsylvania Company for Insurance on Lives and Granting Annuities, trustee for Mary A. Gazzam, by giving a true and attested copy thereof to Charles Packard, treasurer of said company, and making known the contents of the same; *mortuos est* as to William Hacker, and *nihil habet* as to Gertrude Allison, Isabel H. Charlton, Silas Carey, Ellis Clarke, George W. Connell, Henry D. Gregory, Emiline F. Godfrey, Edward H. Gourley, Emma E. Haman, Ernst Heitz, G. Bumford Samuel, Melanie M. Stussy, Richard Tull, Charles W. West, Florence Wilson, Edward G. West.

So answers

JAMES B. REILLY,
United States Marshal,
Per ABRAM B. MYERS, *Deputy.*

Endorsed: No. 26. Circuit court, October session, 1898. W. E. Hale, receiver, *et al. vs.* Edward P. Allison *et al.* Subpœna in equity. Returnable on the first Monday of January next. Charles C. Lister, M. H. Boutelle, solicitors for complainant. Filed Jan 2, 1898. Samuel Bell, clerk, per G. B. Jr.

7 In the United States Circuit Court for the Eastern District of Pennsylvania. In Equity.

ARTHUR R. ROGERS and W. E. HALE, as Receiver for the Collection and Enforcement of the Liability of Stockholders of the Northwestern Guaranty Loan Company, Complainants,

vs.

EDWARD P. ALLISON, GERTRUDE ALLISON, WILLIS R. ARMSTRONG, William Burnham, George Burnham, Jr., Isabel H. Charlton, Silas Carey, Ellis Clark, John H. Converse, George W. Cornell, James M. Crowell, S. W. Dana, Joseph M. Gazzam, Henry D. Gregory, J. McGregor Gibb, Emiline F. Godfrey, Edward H. Gourley, Emma E. Haman, William Hacker, Henry Haines, Samuel A. Hendrickson, Ernst Hitz, Rudolph Koradi, J. Bertram Lippincott, Edwin F. Morse, George A. Morse, Charles P. Perot, Mary K. Perot, Walter C. Rodman, A. J. Richardson, Abigail Rodman, J. Bunford Samuel, Walter R. Shaefer, Charles M. Swain, Charles J. Shoemaker, Melanie M. Stussy, Richard Tull, Samuel W. Wray, Charles W. West, Edward G. West, Albert B. Weimer, Charles F. Wignall, Alpheus Wilt, Mary Wilt, Florence Wilson, Pennsylvania Company for Insurance on Lives and Granting Annuities (a Corporation), Trustee for Mary A. Gazzam, and The Philadelphia Trust, Safe Deposit and Insurance Company (a Corporation), Trustee for Mary A. Gazzam, Defendants.

To the honorable the judges of the United States circuit court in and for the eastern district of Pennsylvania:

Your orators, Arthur R. Rogers and W. E. Hale, as receiver for the collection and enforcement of the liability of stockholders
8 of the Northwestern Guaranty Loan Company, both of whom are citizens of the State of Minnesota, brings this their bill against Edward P. Allison, Gertrude Allison, Willis R Armstrong, William Burnham, George Burnham, Jr., Isabel H. Charlton, Ellis Clark, John H. Converse, James M. Crowell, S. W. Dana, Joseph M. Gazzam, Henry D. Gregory, J. McGregor Gibb, Emiline F. Godfrey, Emma E. Haman, William Hacker, Henry Haines, Samuel A. Hendrickson, Ernst Hitz, Rudolph Koradi, J. Bertram Lippincott, Edwin F. Morse, George A. Morse, Charles P. Perot, Mary K. Perot, A. J. Richardson, Abigail Rodman, Walter C. Rodman, J. Bunford Samuel, Walter R. Shaefer, Charles M. Swain, Charles J. Shoemaker, Melanie M. Stussy, Richard Tull, Samuel W. Wray, Charles W. West, Edward G. West, Albert B. Weimer, Charles F. Wignall, Alpheus Wilt, Mary Wilt, Florence Wilson, all of Philadelphia, in the State of Pennsylvania, and all citizens of the State of Pennsylvania, and the Philadelphia Trust, Safe Deposit and Insurance Company, of Philadelphia, in the State of Pennsylvania, trustee for Mary A. Gazzam, a corporation organized under the laws of the State of Pennsylvania and a citizen of the State of Pennsylvania, and the Pennsylvania Company for Insurance on Lives and Granting Annuities, of Philadelphia, in the State of Pennsylvania, trustee for Mary A.

Gazzam, a corporation duly created under the laws of the State of Pennsylvania, and a citizen of the State of Pennsylvania, and Silas Carey, George W. Cornell and Edward H. Gourley, all of Newton, in the State of Pennsylvania and all citizens of the State of Pennsylvania, and thereupon your orators complain and allege:

I.

That at all times hereinafter mentioned each of your orators was and at the commencement hereof is a resident and citizen of the State of Minnesota, that all and several the defendants herein are at the commencement hereof, respectively, citizens of the State of Pennsylvania and residents of the eastern district of said State.

That the Pennsylvania Company for Insurance on Lives and Granting Annuities was, during all the times hereinafter mentioned, and still is, a corporation, duly created, organized and existing under and by virtue of the laws of the State of Pennsylvania, having its principal place of business in the city of Philadelphia, in said State.

That the Philadelphia Trust, Safe Deposit and Insurance Company was, during all the times hereinafter mentioned, and
9 still is, a corporation, duly created, organized and existing under and by virtue of the laws of the State of Pennsylvania, having its principal place of business in the city of Philadelphia, in said State.

That the amount herein in controversy, exclusive of interest and costs, exceeds the sum and value of two thousand dollars ($2,000).

II.

Further complaining your orators show and state to the court that the Northwestern Guaranty Loan Company hereinafter mentioned was, on or about the first day of May, 1884, duly incorporated under the general laws of the State of Minnesota, to wit: title 2, chapter 34, General Statutes of Minnesota, 1878.

That the general nature of its corporate business consisted in the buying, selling, negotiating and guaranteeing of notes, bonds, debentures, mortgages and other securities and choses in action;

That the capital stock of said corporation issued and outstanding during all the times hereinafter mentioned, consisted of twelve thousand five hundred shares of the par value of one hundred dollars per share;

That the principal place of business of said corporation provided by its articles of incorporation, was the city of Minneapolis, Hennepin county, Minnesota, whereat from the date of incorporation aforesaid and down to the twentieth day of May, 1893, it continued in the general conduct of its said corporate business.

III.

That on the twentieth day of May, 1893, in proceedings theretofore instituted by creditors and against said corporation in the district court of said Hennepin county, Minnesota, said court being

possessed of due jurisdiction in the premises, said Northwestern Guaranty Loan Company was duly adjudged insolvent, and a receiver appointed of all and several its corporate assets under and as provided by the general insolvency laws of said State, to wit: chapter 148, Gen. Laws Minnesota, 1881, and the acts amendatory thereof.

That thereupon and on said date last mentioned said receiver duly qualified and took possession of the assets of said corporation.

That since the date of said adjudication said Guaranty Loan Company has not had or conducted any business or had or received any assets or properties whatsoever, and is not at the commencement hereof possessed of any properties or assets.

10

IV.

That during the conduct of the said corporate business and on and prior to the twentieth day of May, 1893, the said Northwestern Guaranty Loan Company, under and pursuant to and in the exercise of the powers as such in it vested by its said articles of incorporation, and the laws of said State of Minnesota thereto appertaining, contracted sundry indebtedness to divers persons and bodies corporate, which said indebtedness aggregated, on said twentieth day of May, 1893, upwards of three million dollars, all whereof was evidenced by debentures, guaranteed notes and obligations and other certificates of indebtedness issued in the regular course of business, as aforesaid, and all whereof, on said last-mentioned date, constituted legal, valid and subsisting indebtedness against said corporations.

V.

That under and by virtue of the constitution and general laws of said State of Minnesota, pursuant to which said Northwestern Guaranty Loan Company was incorporated, each and every of the stockholders therein assumed personal and contractual liability for the indebtedness of said corporation to the amount of the par value of their several holdings of stock. That the liability thus assumed was to and for the equal and common benefit of the corporate creditors and to be enforced in proceedings as indicated by the general statutes of that State, to wit: sections 5905 to 5911 inclusive, General Statutes of Minnesota, 1894, and the decisions of the courts of that State interpreting the same.

VI.

That on or about November 1, 1893, and subsequent to the adjudication of insolvency aforesaid, your orator, Arthur R. Rogers, having theretofore duly recovered and docketed judgment against said Northwestern Guaranty Loan Company in the district court of said Hennepin county, Minnesota, and having had duly issued and returned wholly unsatisfied an execution upon such judgment, duly caused to be filed in said district court a bill in equity in behalf of himself and all other creditors of said Northwestern Guaranty Loan Company, against that company and all and several the stockhold-

ers thereof for the purpose of enforcing the aforesaid liability of such stockholders, and to that end amongst others for an accounting of the debts and assets of said corporation; the ascertainment of the deficiency; the apportionment and assessment of such deficiency
11 amongst the several stockholders; and for the appointment of a receiver for the purpose of enforcing and collecting such assessment or ascertained liability all and several, in accordance with and as provided by the laws aforementioned, and as more fully appear in the exemplification of the proceedings in said cause attached to and made part of this bill and hereinafter specifically referred to.

VII.

That the said Northwestern Guaranty Loan Company and all and several the stockholders thereof were made parties to said bill, and process in said cause was duly served on said corporation and all and several the stockholders thereof residing within the State of Minnesota.

VIII.

That thereafter such proceedings were duly had in said pending cause last aforesaid, that the same was regularly brought on for hearing before said district court of Hennepin county, Minnesota, and on or about the eighth day of February, 1897, a final order and decree was by said court duly rendered and entered in favor of your orator, Arthur R. Rogers, and all and several the creditors of said corporation, and against the defendants therein, adjudging and decreeing as follows, to wit:

First. The several sums due and owing to your orator and the said several creditors by the defendant Northwestern Guaranty Loan Company, which said indebtedness, as therein adjudged and decreed, aggregated $3,307,394.34, for which said several sums judgments were duly rendered and entered in favor of said several creditors, including your orator, Arthur R. Rogers, and against said Northwestern Guaranty Loan Company.

Second. That the value of the total assets and properties of said Northwestern Guaranty Loan Company, all and several whereof were impounded in the receivership aforesaid, was four hundred and fifty thousand ($450,000) dollars, and no more.

Third. That the total capital stock issued by said Northwestern Guaranty Loan Company, all of which said stock was issued and outstanding at the time of the contracting of the said indebtedness and the date of adjudication of the insolvency of said Northwestern Guaranty Loan Company, to wit, May 20, 1893, was twelve thousand five hundred (12,500) shares of the par value of one hundred ($100) dollars per share.

Fourth. The names of the several stockholders and the amount of stock held by each.

12 Fifth. That each of the stockholders was liable upon such stock to contribute for the common benefit of said creditors an amount equal to the par value of the stock held by him.

Sixth. That accordingly each and every of the stockholders de-

fendants, within said State of Minnesota, be adjudged to pay and contribute a sum equal to the par value of the stock held by such stockholder, which said judgments so rendered against said several Minnesota stockholders, aggregated seventy thousand and two hundred ($70,200) dollars.

Seventh. That W. E. Hale be appointed receiver for collecting and enforcing, for and in behalf of all said several creditors, the judgments against such Minnesota stockholders, and for the purpose of collection, by such proceedings as might be proper, the ascertained liability of non-resident stockholders of said Northwestern Guaranty Loan Company, over whom the court, by reason of non-residence, had not acquired jurisdiction for purpose of rendering personal judgment.

Eighth. That said funds, so collected, be held by said receiver for the purpose of equal and *pro rata* distribution amongst said creditors and subject to the further order of the court.

Ninth. That the court retain jurisdiction of said cause, for the purpose of making such other and further orders and decrees in the matter of distribution or otherwise as might be necessary to protect the rights of the several parties in the premises.

IX.

That an exemplification of the record and decree in said cause last hereinbefore referred to is attached to this bill marked Exhibit "A" and hereby referred to and made part of the allegations hereof.

X.

That your orator, Arthur R. Rogers, was as hereinbefore stated the original creditor in said cause and during all and several the periods covered by the litigation therein mentioned, had and exercised as such original creditor control of said several proceedings for himself and in behalf of all and several the creditors thereto.

That your orator, W. E. Hale, was by the terms of the said decree as hereinbefore alleged, appointed and designated by said court as receiver for the collection and enforcement of the therein ascertained liability of stockholders of the Northwestern Guar-
13 anty Loan Company, and as more fully appears from the decree therein hereinbefore recited and referred to, directed as such to take all necessary and proper steps by suit or otherwise against non-resident stockholders over whom the court by reason of such non-residence failed to acquire jurisdiction to render personal judgments, and that prior to the commencement hereof, your orator, W. E. Hale, duly qualified as such receiver and is now the duly appointed and acting receiver for the purposes and with the powers conferred by such decree.

XI.

Further complaining, your orators allege and aver that the defendants herein were at the date of the adjudication of insolvency of said Northwestern Guaranty Loan Company, ever since have been and still are stockholders therein, owning and holding during all

said times and at the commencement hereof the number of shares and of the par value as set opposite their respective names, to wit:

Name.	Number of shares.	Amounts.
Edward P. Allison	15	$1,500
Gertrude Allison	25	2,500
Willis R. Armstrong	15	1,500
William Burnham	20	2,000
George Burnham, Jr.	20	2,000
Isabel H. Charlton	4	400
Silas Carey	10	1,000
Ellis Clark	8	800
John H. Converse	65	6,500
George W. Cornell	10	1,000
James M. Crowell	30	3,000
S. W. Dana	14	1,400
Joseph M. Gazzam	50	5,000
Henry D. Gregory	15	1,500
J. McGregor Gibb	50	5,000
Emiline F. Godfrey	3	300
Edward H. Gourley	4	400
Emma E. Haman	3	300
William Hacker	25	2,500
Henry Haines	10	1,000
Samuel A. Hendrickson	50	5,000
Ernst Hitz	1	100
Rudolph Koradi	2	200
J. Bertram Lippincott	20	2,000
Edwin F. Morse	20	2,000
14 George A. Morse	7	700
Charles P. Perot	12	1,200
Mary K. Perot	5	500
Walter C. Rodman	39	3,900
A. J. Richardson	20	2,000
Abigail Rodman	3	300
J. Bunford Samuel	20	2,000
Walter R. Shaefer	2	200
Charles M. Swain	10	1,000
Charles J. Shoemaker	1	100
Melanie M. Stussy	9	900
Richard Tull	3	300
Samuel W. Wray	20	2,000
Charles W. West	20	2,000
Edward G. West	20	2,000
Albert B. Weimer	1	100
Charles F. Wignall	5	500
Alpheus Wilt	20	2,000
Mary Wilt	20	2,000
Florence Wilson	10	1,000

Pennsylvania Company for Insurance on Lives and Granting Annuities, a corporation, trustee for Mary A. Gazzam	50	5,000
The Philadelphia Trust, Safe Deposit and Insurance Company, a corporation, trustee for Mary A. Gazzam	50	5,000

That each of said several parties was named as a party defendant in the cause hereinbefore mentioned.

That in and by the terms of the decree therein as aforesaid it was found and determined that they severally held as of the date of said adjudication of insolvency the number of shares and of the par value respectively as last above set forth and enumerated, all as will more fully appear from the record of said decree hereto attached and hereinbefore referred to.

That said defendants are, as your orators are informed and believe, all of the stockholders of said Northwestern Guaranty Loan and Trust Company residing within the Commonwealth of Pennsylvania or within the jurisdiction of the courts thereof.

15 XII.

That the aggregate, valid, and subsisting indebtedness of said corporation as of the date of its adjudication of insolvency was, and still is upwards of three million dollars, all whereof is held by your orator, Arthur R. Rogers, and various other creditors as aforesaid, and all whereof is still due and unpaid, and unsecured, except as herein and in this bill stated; that the total aggregate of corporate properties and assets did not at the date of said adjudication of insolvency, and does not now, exceed four hundred and fifty thousand dollars, and that under the laws of the State of Minnesota, hereinbefore mentioned, each and every stockholder therein is liable to pay and contribute for the equal benefit of the creditors thereof a sum equal to the par value of his stock.

XIII.

That the cause hereinbefore referred to was brought for the enforcement of the stockholders' liability aforesaid, and the corporation and each and every stockholder therein including the defendants herein made parties defendant thereto and afforded due opportunity of appearing and contesting as he might be advised.

XIV.

That all and several the defendants herein were during all and several the times hereinbefore alleged and still are non-residents of said State of Minnesota, and that by reason of such non-residence, no one of said defendants was or could have been served with process in the said action brought to enforce the liability of stockholders, and that no one thereof entered an appearance therein, or has paid or contributed the amount or any part thereof due by reason of the facts hereinbefore stated.

XV.

Your orators further aver that the decree hereinbefore recited ascertaining the necessity for and amount to which stockholders should contribute as conclusive in that regard on all stockholders of said corporation; that said decree cannot be executed without and beyond the limits of the jurisdiction of the State of Minnesota without the aid and interposition of equity in enforcing said decree in or by ancillary proceedings; that the several defendant stockholders herein are liable to contribute to a fund on behalf of the creditors of said corporation in amounts equal to the par value of their respective holdings of stock as hereinbefore alleged.

16 In consideration whereof and forasmuch as the creditors of said corporation are remediless in the premises by the rules of the common law, your orator, Arthur R. Rogers, one of said judgment creditors and a party to the decree aforesaid, and W. E. Hale, as receiver as and for the purposes provided by said decree and hereinbefore alleged, bring this bill for the equal benefit of all the said creditors of said Northwestern Guaranty Loan Company and against the defendants herein as stockholders of that company to the end that said defendants and each of them may, if they can show cause why they and each thereof should not be adjudged liable to pay and contribute to the extent of the par value of their several holdings of stock for the equal benefit of the creditors of said corporation, and that said defendants may make to all and several the foregoing allegations (but not under oath, answer under oath being hereby waived) according to the best of their knowledge, information and belief as though specially interrogated on each; and that your orators may have all such orders, decrees and process as may be necessary to enforce the payment of said sums, and this honorable court will take jurisdiction of this ancillary bill, and grant such other and further relief as the nature and circumstances of the case may require and as may be meet and consonant with the equities of the case and seem proper to this honorable court.

May it please your honors to grant unto the complainants a writ of subpœna, to be directed to the said Edward P. Allison, Gertrude Allison, Willis R. Armstrong, William Burnham, George Burnham, Jr., Isabel H. Charlton, Silas Carey, Ellis Clark, John H. Converse, George W. Cornell, James M. Crowell, S. W. Dana, Joseph M. Gazzam, Henry D. Gregory, J. McGregor Gibb, Emiline F. Godfrey, Edward H. Gourley, Emma E. Haman, William Hacker, Henry Haines, Samuel A. Hendrickson, Ernst Hitz, Rudolph Koradi, J. Bertram Lippincott, Edwin F. Morse, George A. Morse, Charles P. Perot, Mary K. Perot, Walter C. Rodman, A. J. Richardson, Abigail Rodman, J. Bunford Samuel, Walter R. Shaefer, Charles M. Swain, Charles J. Shoemaker, Melanie M. Stussy, Richard Tull, Samuel W. Wray, Charles W. West, Edward G. West, Albert B. Weimer, Charles F. Wignall, Alpheus Wilt, Mary Wilt, Florence Wilson, Pennsylvania Company for Insurance on Lives and Granting Annuities (a corporation), trustee for Mary A. Gazzam, and the Philadelphia Trust, Safe Deposit and Insurance Company (a corporation),

trustee for Mary A. Gazzam, in this bill named, thereby commanding them on a certain day, and under certain penalties therein expressed, personally to appear before this honorable court, and
17 & 18 then and there full, true, direct and perfect answers make to all and singular the premises; and further, to stand to, perform and abide such further orders, directions and decrees therein as to this honorable court shall seem meet.

——.
——.
——.

19 STATE OF MINNESOTA, }
County of Hennepin, }

District Court, Fourth Judicial District.

ARTHUR R. ROGERS, Plaintiff,

vs.

MINNEAPOLIS TRUST COMPANY, as Receiver of the Northwestern Guaranty Loan Company; Louis F. Menage, Edwin A. Norton; Louis F. Menage and William S. Streeter, Trustees; W. S. Streeter; J. M. Addeman, Trustee; Walter C. Rodman, Montana Trust Company, H. C. Hardon, Geo. Kiernan, H. W. Allen, Cyrus J. Anderson, Loren C. Ayer, William F. Andrews, Elizabeth A. Allen, Geo. E. Ashley, F. E. Alfred, Ella J. Ackley, D. R. Allison, W. S. Allis, E. L. Ainsley, Edward P. Allison, Gertrude Allison, L. F. Aldrich, Willis R. Armstrong, Lewis W. Anthony, C. H. Austin, W. H. Blaisdell, Addie P. Baker, C. H. Bailey, George Brainerd, Geo. P. Blair, Nettie A. Bassett, E. Baldwin, H. T. Baldwin, Ellen Baldwin, B. M. Braley, A. P. Braley, Henry Ballard, F. W. Ballard, Geo. H. Bartlett, Adeline W. Batchelder, Lydia R. Bartlett, E. C. Blanchard, George H. Bartlett, Cornelia W. Ball, Elizabeth V. Bailey; E. W. Baxter, Estate of William Breck; K. A. Benedict, Ben. S. Benton, Lauraette Bingham, William R. Bridges, Addie I. Bibber, Reed B. Bontecon, W. A. Brooks, James W. Brock, Alson Brown, Fred A. Brown, Elizabeth J. Brown, Samuel N. Brown, A. A. Brooks, William Burnham, Fannie E. Buckminster, Gates B. Bullard, Albert F. Burdett, Geo. Burnham, Jr., Joseph A. Budlong, Geo. A. Buffum, Frank H. Clark; The Capital Fire Insurance Company of Concord, N. H.; Mary E. Carpenter, Harvey Carpenter, S. E. Caswell, Frank B. Carr, Maria P. Clark, William H. Clark, Isabel H. Charlton, James Clark, Helen M. Clark, F. R. Chase, James Caird, James H. Carpenter, H. Maria Capron, Albert E. Calder, Silas Carey, James E. Case, Ellis Clark, William P. Chamberlain, Mary E. Carpenter, E. A. Chittenden, W. A. Childs, Daniel Coffrin, Ellis M. Coe, Charles Cobb, John H. Converse, David Coe, A. A. Coe, Charles H. Cross, L. Bart Crose, Ira Colby, F. H. Colby, William H. Cook, William G. Crocker, Hezekiah Conant, N. Stanton Coffin, Elizabeth M. Colt, Geo. W. Cornell, James M. Crowell, Mrs. R. K. Leverett Cushman, Henry L. Cushman, J. Jay Dana, S. W. Dana, Elmer A. Darling, A. B. Darling, Wilbur P. Davis, William L. Damon, Edwin Davis, Carrie L.

Dean, Alfred J. Dean, Jane V. Delano, John W. Dean, W. S. Dewey, J. J. Dewey, D. C. Denison, Elizabeth Dean, William E. Dean, Fred W. Dean, George F. Dean, J. E. Dickerman, J. E. Dwinnell, Lucy F. Dillaway, Clara E. Dickson, William M. Dickson, John C. Dickson, H. L. Dickerman, Walter Dole, O. G. Dort, Oliver H. Durrell, Sophia G. Durrell; Geo. B. Davis and Phil T. Walker, Executors; J. L. Edwards, Nancy J. Elms, Jacob Edwards; W. T. Emerson, Guardian; Estate of Stephen Emigh, Thomas Fairbrother, Mrs. William P. Fairbanks, Edward T. Fairbanks, William P. Fairbanks, Francis A. Fales, Mrs. O. F. Fassett, Amasa Fairbrother, Myron Fairbrother, Freewill Baptist Printing Establishment, The Freewill Baptist Education Society; Loren Fletcher and Charles M. Loring, as Partners as L. Fletcher & Co.; Anna T. Fernald; E. N. Fernald, Guardian; The Freewill Baptist Foreign Miss. Society, A. Clark Fellows; Eustace W. Fisher, Executor; The Fire Underwriters' Association, Mary F. Field, Edwin P. Fisher, Isadora C. W. Fisher, Launcelot Foster, De Forest Fox, Mrs. H. E. Folsom, W. H. Ford, H. R. Flower, Sophia Flower, Rufus S. Frost, Albert G. Flower; Geo. B. Ford, Cashier; James M. Foss, Mariette A. Ford, Lucyett Fowler, The Galveston Trust Company, Joseph M. Gazzam, J. Herbert Gardner, William C. Gage, The Granite Savings Bank and Trust Company, Nelson M. Gay, Henry D. Gregory, Geo. B. Greenslet, Dascon Green, J. McGregor Gibb, H. H. Gilson, E. H. Goodhue, Timothy M. Griffing, David A. Gorton, Emiline F. Godfrey, Edward H. Gourley, E. Hiram Goodhue, Ellen M. Goodhue, J. E. Goodrich, Egbert Guernsey, Fitzedward Hall, Henry R. Halleway, Emma E. Haman; W. H. Harrison, Ag't; William Hacker, Henry Haines, Estate of Mrs. Caroline B. Hadley, Perley F. Hazen, R. W. Hardon, James R. Hall, Mabel Hall, Ammi R. Hahn, Fred S. Hall, Earl P. Hawes, John D. Hatch; Amy F. Hall, Administratrix; Mrs. E. L. Hatch, Samuel A. Hendrickson, Helena Trust Company, Ernst Hitz, William Higgins, Julia C. Higgins, Edmund F. Higgins, Alfred K. Hills, Benjamin Hinman, James I. Hilliker, Salmer P. Hibbard, Hadley F. Higgins, Clara T. Hitchcock, H. A. Hitchcock, Geo. M. Howe, Alex. Holmes, Caroline Holmes, O. O. Howard, Grace R. Houghton, S. Frank Holley, C. P. Hogan, Henry C. Howe, J. W. Hobart, C. T. A. Humphrey, Thomas L. Hutchins, John H. Husted, Melancie E. Hutchins, Harry M. Hutchins, Sterns Hutchins, Ruhamah P. Inman, Charles L. Jackman, Stephen M. Jaquith, C. H. Jones, Geo. E. Johnson, Anna Warner Johnson, C. H. Joslyn, Peter Joslyn, Keene Guaranty Savings Bank, F. L. Keay, Mary G. Kenney, Charles W. King, Robert R. Kimball, James E. Kimball, James M. Kimball, William B. Kimball, Laura B. Kimball, Geo. Kiernan, Rudolph Koradi, Marie Landon, Henry S. Lawrence, Lucia D. Lane; Mary C. Lawrence and P. J. Farrell, Administrators; Martha H. Leverett, A. L. Leach, C. N. Leonard, J. Bertram Lippincott, Geo. L. Littlefield, H. T. Lillibridge, Thomas Lowry, Frank W. Lebdell, Manufacturers' and Merchants' Mutual Insurance Company, Effingham Maynard, C. H. Manchester, Smith D.

Mackey, John Mason, Fannie H. Maynard, Emma L. Maynard, Drusilla H. Manson, F. S. Mackinzie, Eliz. S. Manchester, Mary E. Marks, B. H. Marshall, Frank A. Merrill, Amanda A. Menage, Bessie M. Menage, Edwin F. Morse, Helen Morse, H. M. Morse, Geo. A. Morse, Martha J. Morse, Bessie Owens Morse, Charles C. Munford, E. B. Munford, Thomas S. McLam, Estate of Mrs. E. McLeod, Mrs. A. H. McLeod, Maud E. McLeod, James McDowell, William McFarland, Owen F. McCabe, Margaret C. McLaren, Lucia E. McNeil, Charles J. McKenzie, Nettie L. Nay, B. M. R. Nelson, Nath. F. Nye, Philip H. Neher, Neher & Carpenter, Mrs. J. W. Nickerson, L. P. Norton, William H. Noyes, John M. Norris, C. H. Olmstead, Orleans Trust Company, E. C. Parker, William S. Palmer, A. D. Paige, Howard S. Paine, Sarah Potter Paine, Louisa J. Prescott, Julius E. Prescott, Harriet M. Perry, Sarah A. Perkins, Curtis H. Pettit, Anna M. Penniman, Willie E. Prescott, John H. Peckett, Charles P. Peret, Pennsylvania Company for Insurance on Lives and Granting Annuities, Trustee for Mary Anna Gazzam under Will of John G. Reading, Deceased; F. T. Perkins, Geo. H. Perkins, Mary K. Perot,

21 Charles W. Pickering, Geo. A. Pillsbury, The Philadelphia Trust, Safe Deposit and Insurance Company, Trustee for Mary Anna Gazzam under Will of John G. Reading, Deceased; Edward G. Pittman, W. N. Potter, C. A. Prouty, James H. Porter, Charles H. Raney, Walter A. Read, Caleb S. Ridgway, A. J. Richardson, Samuel Ricker, Mary A. Ripley, Geo. C. Ripley, Katharine F. K. Rix, Abram T. Rose, Homer E. Royce, Hiram S. Rogers, Robert M. Roive, Franklin B. Rogers, Nancy B. Rose, Abigail Rodman, William H. Rowe, Mrs. J. R. Roblin, Florence P. Robison, Charles W. Ruiter, Chas. H. Sprague, Trustee; J. Bunford Samuel, Mary J. Sanborn, Joel F. Sanborn, Mrs. N. C. Sanborn, W. J. Stanton, Jr; Walter H. Shaefer, Charles M. Swain, Hettie T. Sprague, Henry S. Sprague, Samuel S. Sprague, John Stanton, Wesley Sargent, Minnie E. Stenson, Geo. W. B. Snell, Mary E. Shed, Anna K. Sheldon, Wm. B. Stevens, Henry Smilee, Nellie S. Baker Smith, Walter P. Smith, Susan H. Smith, Mary L. Smith, Isaac B. Smith, Fred E. Smith, William J. Simmons, James F. Shipman, J. Elliot Smith, Charles J. Shoemaker, Carrie M. Story, A. C. Stocking, Jos. C. Snow, Melanie M. Stussy, Thomas Stuart, Elbra S. Taggart, A. P. Taft, E. D. Thayer, Charles S. Tanner, James M. Tyler, Almira O. Titus, J. O. Tilton, Jeremiah D. Tilton, Jno. C. Tilton, Stephen H. Tilden, H. J. Town, Geo. R. Thompson, Martha Towle, George Towle, Walter V. Towle, Mrs. Geo. Towle, Payson Tucker, Richard Tull, L. A. Tuxbury, George Turner, Cyrus Underwood, Edwin Underwood, Geo. M. Vail, Charles T. Walker, Mary L. Watson, Samuel W. Wray, Mary E. Ward, Geo. Wagg, W. D. Washburn, Alfred E. Watson, Josiah A. Wait, R. C. Waite, Charles W. West, Edward G. West, Albert B. Weimer, Rebecca H Weld, Gardner Wetherby, Oren Westcott, H. T. Wetherby, Henry L. Wetherby, E. M. Weston, Charles F. Wignall, J. F. Wright, Sara C. Wilkes, Austin Wright, Charles H. Wilson, Squires J. Wilson, Calvin Wilcox, Alpheus Wilt, Mary Wilt,

Helen G. Williamson, S. L. Wiswell, Florence Wilson, D. Q. Woodruff, Irving S. Woodruff, Horace N. Woodruff, Rawson L. Wood, B. W. Woodward, H. E. and D. Q. Woodruff, William J. Wyley, W. A. Wheeler, and Northwestern Guaranty Loan Company, Defendants.

Summons.

The State of Minnesota to the above-named defendants:

You and each of you are hereby summoned and required to answer the complaint of the plaintiff in the above-entitled action, which complaint is hereto annexed and herewith served upon you, and to serve a copy of your answer to said complaint on the subscribers, at their office, in the city of Minneapolis, in said county of Hennepin, within twenty (20) days after service of this summons upon you, exclusive of the day of such service; and if you fail to answer the said complaint within the time aforesaid, the plaintiff in this action will apply to the court for the relief demanded in said complaint, together with plaintiff's costs and disbursements herein.

W. E. HALE,
Plaintiff's Attorneys, 926–'34 Guaranty Loan Bldg., Minneapolis, Minn.

22 STATE OF MINNESOTA, }
County of Hennepin. }

District Court, Fourth Judicial District.

ARTHUR R. ROGERS, Plaintiff,

vs.

MINNEAPOLIS TRUST COMPANY, as Receiver of the Northwestern Guaranty Loan Company; Louis F. Menage, Edwin A. Norton; Louis F. Menage and William S. Streeter, Trustees; W. S. Streeter; J. M. Addeman, Trustee; Walter C. Rodman, Montana Trust Company, H. C. Hardon, Geo. Kiernan, H. W. Allen, Cyrus J. Anderson, Loren C. Ayer, William F. Andrews, Elizabeth A. Allen, Geo. E. Ashley, F. E. Alfred, Ella J. Ackley, D. R. Allison, W. S. Allis, E. L. Ainsley, Edward P. Allison, Gertrude Allison, L. F. Aldrich, Willis R. Armstrong, Lewis W. Anthony, C. H. Austin, W. H. Blaisdell, Addie P. Baker, C. H. Bailey, George Brainerd, Geo. P. Blair, Nettie A. Bassett, E. Baldwin, H. T. Baldwin, Ellen Baldwin, B. M. Braley, A. P. Braley, Henry Ballard, F. W. Ballard, Geo. H. Bartlett, Adeline W. Batchelder, Lydia R. Bartlett, E. C. Blanchard, George H. Bartlett, Cornelia W. Ball, Elizabeth V. Bailey; E. W. Baxter, Estate of William Breck; K. A. Benedict, Ben. S. Benton, Lauraette Bingham, William R. Bridges, Addie I. Bibber, Reed B. Bontecon, W. A. Brooks, James W. Brock, Alson Brown, Fred A. Brown, Elizabeth J. Brown, Samuel N. Brown, A. A. Brooks, William Burnham, Fannie E. Buckminster, Gates B. Bullard, Albert F. Burdett; Geo. Burnham, Jr.; Joseph A. Budlong, Geo. A. Buffum, Frank H. Clark; The Capital Fire Insurance Company of Concord, N. H.; Mary E. Carpenter, Har-

vey Carpenter, S. E. Caswell, Frank B. Carr, Maria P. Clark, William H. Clark, Isabel H. Charlton, James Clark, Helen M. Clark, F. R. Chase, James Caird, James H. Carpenter, H. Maria Capron, Albert E. Calder, Silas Carey, James E. Case, Ellis Clark, William P. Chamberlain, Mary E. Carpenter, E. A. Chittenden, W. A. Childs, Daniel Coffrin, Ellis M. Coe, Charles Cobb, John H. Converse, David Coe, A. A. Coe, Charles H. Cross, L. Bart Crose, Ira Colby, F. H. Colby, William H. Cook, William G. Crocker, Hezekiah Conant, N. Stanton Coffin, Elizabeth M. Colt, Geo. W. Cornell, James M. Crowell, Mrs. R. K. Leverett Cushman, Henry L. Cushman, J. Jay Dana, S. W. Dana, Elmer A. Darling, A. B. Darling, Wilbur P. Davis, William L. Damon, Edwin Davis, Carrie L. Dean, Alfred J. Dean, Jane V. Delano, John W. Dean, W. S. Dewey, J. J. Dewey, D. C. Dennison, Elizabeth Dean, William E. Dean, Fred W. Dean, George F. Dean, J. E. Dickerman, J. E. Dwinnell, Lucy F. Dillaway, Clara E. Dickson, William M. Dickson, John C. Dickson, H. L. Dickerman, Walter Dole, O. G. Dort, Oliver H. Durrell, Sophia G. Durrell; Geo. B. Davis and Phil T. Walker, Executors; J. L. Edwards, Nancy J. Elms, Jacob Edwards; W. T. Emerson, Guardian; Estate of Stephen Emigh, Thomas Fairbrother, Mrs. William P. Fairbanks,
23 Edward T. Fairbanks, William P. Fa-rbanks, Francis A. Fales, Mrs. O. F. Fassett, Amasa Fairbrother, Myron Fairbrother, Freewill Baptist Printing Establishment, The Freewill Baptist Education Society; Loren Fletcher and Charles M. Loring, as Partners as L. Fletcher & Co.; Anna T. Fernald, E. N. Fernald, Guardian; The Freewill Baptist Foreign Miss. Society, A. Clark Fellows; Eustace W. Fisher, Executor; The Fire Underwriters' Association, Mary F. Field, Edwin P. Fisher, Isadora C. W. Fisher, Launcelot Foster, De Forest Fox, Mrs. H. E. Folsom, W. H. Ford, H. R. Flower, Sophia Flower, Rufus S. Frost, Albert G. Flower; Geo. B. Ford, Cashier; James M. Foss, Marietta A. Ford, Lucyett Fowler, The Galveston Trust Company, Joseph M. Gazzam, J. Herbert Gardner, William C. Gage, The Granite Savings Bank and Trust Company, Nelson M. Gay, Henry D. Gregory, Geo. B. Greenslet, Dascon Green, J. McGregor Gibb, H. H. Gilson, E. H. Goodhue, Timothy M. Griffing, David A. Gorton, Emiline F. Godfrey, Edward H. Gourley, E. Hiram Goodhue, Ellen M. Goodhue, J. E. Goodrich, Egbert Guernsey, Fitzedward Hall, Henry R. Halleway, Emma E. Haman; W. H. Harrison, Ag't; William Hacker, Henry Haines, Estate of Mrs. Caroline B. Hadley, Perley F. Hazen, R. W. Hardon, James R. Hall, Mabel Hall, Ammi R. Hahn, Fred S. Hall, Earl P. Hawes, John D. Hatch; Amy F. Hall, Administratrix; Mrs. E. L. Hatch, Samuel A. Hendrickson, Helena Trust Company, Ernst Hitz, William Higgins, Julia C. Higgins, Edmund F. Higgins, Alfred K. Hills, Benjamin Hinman, James I. Hilliker, Salmer P. Hibbard, Hadley F. Higgins, Clara T. Hitchcock, H. A. Hitchcock, Geo. M. Howe, Alex. Holmes, Caroline Holmes, O. O. Howard, Grace R. Houghton, S. Frank Holley, C. P. Hogan, Henry C. Howe, J. W. Hobart, C. T. A. Humphrey, Thomas L. Hutchins, John H. Husted, Melancie E. Hutchins,

Harry M. Hutchins, Sterns Hutchins, Ruhamah P. Inman, Charles L. Jackson, Stephen M. Jaquith, C. H. Jones, Geo. E. Johnson, Anna Warner Johnson, C. H. Joslyn, Peter Joslyn, Keene Guaranty Savings Bank, F. L. Keay, Mary G. Kenney, Charles W. King, Robert R. Kimball, James E. Kimball, James M. Kimball, William B. Kimball, Laura B. Kimball, Geo. Kiernan, Rudolph Koradi, Marie Landon, Henry S. Lawrence, Lucia D. Lane; Mary C. Lawrence and P. J. Farrell, Administrators; Martha H. Leverett, A. L. Leach, C. N. Leonard, J. Bertram Lippincott, Geo. L. Littlefield, H. T. Lillibridge, Thomas Lowry, Frank W. Lebdell, Manufacturers' and Merchants' Mutual Insurance Company, Effingham Maynard, C. H. Manchester, Smith D. Mackey, John Mason, Fannie H. Maynard, Emma L. Maynard, Drusilla H. Manson, F. S. Mackinzie, Eliz. S. Manchester, Mary E. Marks, B. H. Marshall, Frank A. Merrill, Amanda A. Menage, Bessie M. Menage, Edwin F. Morse, Helen Morse, H. M. Morse, Geo. A. Morse, Martha J. Morse, Bessie Owens Morse, Charles C. Munford, E. B. Munford, Thomas S. McLam, Estate of Mrs. E. McLeod, Mrs. A. H. McLeod, Maud E. McLeod, James McDowell, William McFarland, Owen F. McCabe, Margaret C. McLaren, Lucia E. McNeil, Charles J. McKenzie, Nettie L. Nay, B. M. R. Nelson, Nath. F. Nye, Philip H. Neher, Neher & Carpenter, Mrs. J. W. Nickerson, L. P. Norton, William H. Noyes, John M. Norris, C. H. Olmstead, Orleans Trust Company, E. C. Parker, William S. Palmer, A. D. Paige, Howard S. Paine, Sarah Potter Paine, Louisa J. Prescott, Julius E. Prescott, Harriet M. Perry, Sarah A. Perkins, Curtis H. Pettit, Anna M. Penniman, Willie E. Prescott, John H. Peckett, Charles P. Peret; Pennsylvania Company for
Insurance on Lives and Granting Annuities, Trustee for
24 Mary Anna Gazzam under Will of John G. Reading, Deceased; F. T. Perkins, Geo. H. Perkins, Mary K. Perot, Chas. W. Pickering, Geo. A. Pillsbury; The Philadelphia Trust, Safe Deposit and Insurance Company, Trustee for Mary Anna Gazzam under Will of John G. Reading, Deceased; Edward G. Pittman, W. N. Potter, C. A. Prouty, James H. Porter, Charles H. Raney, Walter A. Read, Caleb S. Ridgway, A. J. Richardson, Samuel Ricker, Mary A. Ripley, Geo. C. Ripley, Katherine F. K. Rix, Abram T. Rose, Homer E. Royce, Hiram S. Rogers, Robert M. Roive, Franklin B. Rogers, Nancy B. Rose, Abigail Rodman, William H. Rowe, Mrs. J. R. Roblin, Florence P. Robison, Charles W. Ruiter; Chas. H. Sprague, Trustee; J. Bunford Samuel, Mary J. Sanborn, Joel F. Sanborn, Mrs. N. C. Sanborn, W. J. Stanton, Jr., Walter H. Shaefer, Charles M. Swain, Hettie T. Sprague, Henry S. Sprague, Samuel S. Sprague, John Stanton, Wesley Sargent, Minnie E. Stenson, Geo. W. B. Snell, Mary E. Shed, Anna K. Sheldon, Wm. B. Stevens, Henry Smilee, Nellie S. Baker Smith, Walter P. Smith, Susan H. Smith, Mary L. Smith, Isaac B. Smith, Fred E. Smith, William J. Simmons, James F. Shipman, J. Elliot Smith, Charles J. Shoemaker, Carrie M. Story, A. C. Stocking, Jos. C. Snow, Melanie M. Stussy, Thomas Stuart, Elbra S. Taggart, A. P. Taft, E. D. Thayer, Charles S. Tanner, James M. Tyler,

Almira O. Titus, J. O. Tilton, Jeremiah D. Tilton, Jno. C. Tilton, Stephen H. Tilden, H. J. Town, Geo. R. Thompson, Martha Towle, George Towle, Walter V. Towle, Mrs. Geo. Towle, Payson Tucker, Richard Tull, L. A. Tuxbury, George Turner, Cyrus Underwood, Edwin Underwood, Geo. M. Vail, Charles T. Walker, Mary L. Watson, Samuel W. Wray, Mary E. Ward, Geo. Wagg, W. D. Washburn, Alfred E. Watson, Josiah A. Wait, R. C. Waite, Charles W. West, Edward G. West, Albert B. Weimer, Rebecca H. Weld, Gardner Wetherby, Oren Westcott, H. T. Wetherby, Henry L. Wetherby, E. M. Weston, Charles F. Wignall, J. F. Wright, Sara C. Wilkes, Austin Wright, Charles H. Wilson, Squires J. Wilson, Calvin Wilcox, Alpheus Wilt, Mary Wilt, Helen G. Williamson, S. L. Wiswell, Florence Wilson, D. Q. Woodruff, Irving S. Woodruff, Horace N. Woodruff, Rawson L. Wood, B. W. Woodward, H. E. and D. Q. Woodruff, William J. Wyley, W. A. Wheeler, and Northwestern Guaranty Loan Company, William Tooth, Mrs. A. G. Thompson, Defendants.

Amended Complaint.

The plaintiff above named, on behalf of himself and of all other creditors of the defendant Northwestern Guaranty Loan Company, who shall in due time exhibit their claims against said Northwestern Guaranty Loan Company, and who shall become parties to this action, for amended complaint herein, alleges:

I.

That the defendant, Northwestern Guaranty Loan Company, now is, and during all the time since the 1st of May, A. D. 1884, has continued to be, a corporation duly organized under and pursuant to title two, of chapter thirty-four, of the General Statutes of 1878, of the State of Minnesota, and the amendments thereto; that a copy of the articles of incorporation adopted by said Northwestern Guaranty Loan Company at the time it was so incorporated, and under which it continued to act, is hereto attached, marked "Exhibit A," and made a part of this complaint.

That on the 5th day of August, 1884, said articles of incorporation were duly amended as follows:

"Be it resolved, by the stockholders of the Northwestern Guaranty Loan Company that the highest amount of indebtedness or liability to which said corporation shall at any time be subject, excepting the contingent liability of guaranty, shall be twenty-five thousand dollars ($25,000), and that the articles of incorporation of said corporation be and the same are hereby amended accordingly, said articles so amended will read as follows, to wit:

ARTICLE IV.

The highest amount of indebtedness or liability to which said corporation shall at any time be subject, excepting its contingent liability of guaranty shall be twenty-five thousand dollars ($25,000)."

That thereafter, and on the 27th day of January, 1888, said articles of incorporation were again duly amended as follows:

"Resolved, That article six (6) of the articles of incorporation of the Northwestern Guaranty Loan Company be amended so that the same shall read as follows:

ARTICLE VI.

The names of the persons constituting the first board of directors of said corporation are Louis F. Menage, Robert S. Innes, Benjamin S. Bull, Sewell P. Channell and Julius E. Miner. The government of said corporation and the management of its affairs shall be vested in a board of directors, consisting of fifteen (15) persons, and in a president, two vice-presidents, a secretary and treasurer. The secretary and treasurer may be the same person. The directors shall be elected by the stockholders of said corporation, at their annual meeting in each year. Additions to and vacancies occurring in the board of directors by death, resignation, or otherwise, may be filled by the stockholders at any meeting thereof. The other officers shall be elected by the board of directors annually, and said board of directors may, besides the above-mentioned officers, appoint such officers and agents as the business of said corporation may require. The elections shall be held at such times in each year as shall be prescribed by the by-laws of said corporation.

Resolved, That article four (4) of the articles of incorporation of said Northwestern Guaranty Loan Company, be so amended as to read as follows:

ARTICLE IV.

The highest amount of indebtedness or liability to which said corporation shall at any time be subject, exclusive of its contingent liability of guaranty, and exclusive of debentures issued by this corporation, the payment of which is secured by the transfer
26 of real-estate securities, equal, at least, to the amount of said debentures, to a trustee for the security and benefit of the holder of said debentures, shall be three-fourths of the paid-in capital stock of said corporation."

That thereafter and on the 2d day of May, 1892, said articles of incorporation were again duly amended as follows:

"Resolved, That article IV of the articles of incorporation of the Northwestern Guaranty Loan Company be amended so that the same shall read as follows:

ARTICLE IV.

The highest amount of indebtedness or liability to which said corporation shall at any time be subject, exclusive of its contingent liability of guaranty, and exclusive of debentures issued by, or other obligations of this corporation, the payment of which is secured by real-estate mortgages, or other securities, and exclusive of payments made to it to meet unmatured obligations due to the corporation, shall be three-fourths of the paid-in capital stock of said corporation."

II.

That said defendant, Minneapolis Trust Company, now is and during all the time hereinafter mentioned, has continued to be a corporation duly organized under and pursuant to the general laws of the State of Minnesota.

That on the 20th day of May, 1893, said defendant, Northwestern Guaranty Loan Company, was, for a long time prior thereto had continued to be, and now is, hopelessly insolvent; that in insolvency proceedings pending in this court, on said 20th day of May, 1893, the said Northwestern Guaranty Loan Company was duly adjudged by the court to be insolvent, and under and pursuant to the general laws of the State of Minnesota, relating to assignments and insolvency proceedings for the benefit of creditors, and for the appointment of receivers, said Minneapolis Trust Company was duly appointed the receiver of said Northwestern Guaranty Loan Company; that a copy of the order making such appointment is hereto attached, marked "Exhibit B," and made a part of this complaint.

That thereafter, and on the said same day, said Minneapolis Trust Company accepted the appointment of said receivership, duly qualified and entered upon its duties as such said receiver, and has ever since continued to be, and now is, such said receiver.

That as such receiver of the insolvent Northwestern Guaranty Loan Company, said Minneapolis Trust Company, immediately, after it had accepted the trust as aforesaid, and duly qualified as such said receiver, took possession of and still holds all the property and effects in any way theretofore belonging to said Northwestern Guaranty Loan Company; that said Minneapolis Trust Company as such said receiver is joined as a party defendant to this action, by leave of said district court, first had and obtained, and that by the order of said district court, in and for said Hennepin county, leave has been duly given and granted the plaintiff to commence this action against the Minneapolis Trust Company, as such receiver of the Northwestern Guaranty Loan Company.

That said defendants, Montana Trust Company, and Helena Trust Company, now are and during all the time hereinafter
27 mentioned have continued to be, corporations duly organized and existing under and by virtue of the laws of the State of Montana.

That said defendants, The Capital Fire Insurance Company, The Underwriters' Association, Keene Guaranty Savings Bank, and Manufacturers' and Merchants' Mutual Insurance Company, respectively, now are and during all the time hereinafter mentioned, have continued to be, corporations duly organized and existing under and pursuant to the laws of the State of New Hampshire.

That said defendants, Freewill Baptist Printing Establishment, The Freewill Baptist Education Society, The Freewill Baptist Foreign Missionary Society, respectively, now are, and during all the time hereinafter mentioned, have continued to be corporations duly organized and existing under and pursuant to the laws of the State of Massachusetts.

That said defendants, The Granite Saving Bank and Trust Company, and Orleans Trust Company, now are and during all the time hereinafter mentioned, have continued to be corporations duly organized and existing under and pursuant to the laws of the State of Vermont.

That said defendant, The Galveston Trust Company, now is, and during all said time, has continued to be, a corporation duly organized and existing under and pursuant to the laws of the State of Texas.

That said defendants, Loren Fletcher and Charles M. Loring, now are and during all said time have continued to be partners in business, and doing business under the firm name of L. Fletcher & Co.

III.

That on the 3d day of October, 1893, in an action then pending in the supreme court, of the State of Minnesota, between L. Kimball Printing Company, respondent, and Northwestern Guaranty Loan Company, appellant, a judgment was duly obtained and entered by and in favor of said L. Kimball Printing Company, and against said Northwestern Guaranty Loan Company, for the sum of $46, as the costs and disbursements of said respondent, in said supreme court, in said action.

That thereafter and on the 18th day of October, 1893, a transcript of said judgment was duly filed and docketed in the office of the clerk of the district court, in and for Hennepin county, Minnesota.

That thereafter and on the 18th day of October, 1893, such proceedings were further duly had in said supreme court, that a writ of execution was on said judgment duly issued out of and under the seal of said supreme court, in the usual form, and on the same day, delivered to the sheriff of Hennepin county, whereby said sheriff was commanded to satisfy said judgment out of any property of said Northwestern Guaranty Loan Company, within his said county, not exempt by law.

That thereafter and on the same day, said sheriff duly returned said writ of execution wholly unsatisfied.

That prior to the commencement of this action, and on the 18th day of October, 1893, said judgment for $46, aforesaid, was duly assigned to said plaintiff, for a valuable consideration, by said L. Kimball Printing Company, and said assignment was duly filed in the office of the clerk of said district court, on the 18th day of October, 1893.

That plaintiff has ever since been and now is the owner of said judgment, and that same or any part thereof has not been paid or satisfied.

28 IV.

That said Northwestern Guaranty Loan Company, was, at the time of the entry of said judgment in said supreme court of the State of Minnesota, and at the time of docketing the same in the

district court, in and for said Hennepin county, ever since has been, and now is, wholly and hopelessly insolvent, and has no property or means of any kind whatsoever, which may be levied upon or attached, or which may be reached by any writ, order or process of this court, or otherwise, and from which said judgment might have been or may now be satisfied, either in whole or in part; and that said defendant, The Northwestern Guaranty Loan Company, has no property or assets whatsoever, but that all the property and assets of every kind and nature heretofore owned by said defendant, Northwestern Guaranty Loan Company, are now in the hands of the Minneapolis Trust Company, as receiver, aforesaid, of the Northwestern Guaranty Loan Company, insolvent, and that said property and assets in its hands as such receiver, are not of any higher or greater value than the sum of six hundred thousand dollars, and that no other or greater sum than the sum of six hundred thousand dollars can in any event be realized therefrom, and that said sum will not be sufficient to pay the creditors of said The Northwestern Guaranty Loan Company who have proved their claims against the said Northwestern Guaranty Loan Company, and who have duly filed releases of their said claims, as provided by law.

That the defendant, The Northwestern Guaranty Loan Company, now is, and for more than two years last past has continued to be, indebted in large sums, to wit: in the sum of more than three millions of dollars, to a very large number of persons, located in this State and in many other States of the United States, but as to the names of such persons, and as to the amounts of the different indebtedness of said defendant, The Northwestern Guaranty Loan Company, to each of said persons, this plaintiff has not sufficient knowledge or information to state the same, but he alleges that the payment in each case of the whole total liabilities of the stockholders of the said Northwestern Guaranty Loan Company, to wit: one and one-quarter millions of dollars, will be wholly insufficient to pay the creditors of the said Northwestern Guaranty Loan Company in full, even after they have received the dividend to be paid them by said Minneapolis Trust Company, as such receiver.

And plaintiff alleges that this action is brought in his own behalf and in behalf of all the other creditors of said defendant, The Northwestern Guaranty Loan Company, who shall exhibit their claims herein against said defendant, The Northwestern Guaranty Loan Company, and who shall become parties to this action, and that this action is so brought in his own behalf and in behalf of all said creditors of said defendant, The Northwestern Guaranty Loan Company, who shall exhibit their claims herein, and become parties to this action under and pursuant to the provisions of chapter seventy-six of the General Statutes of Minnesota, and all the acts amendatory thereof, and under the laws and rules applicable to actions of a like nature, to enforce the liability and obligation under the constitution and laws of the State of Minnesota, of all the stockholders of said defendant, The Northwestern Guaranty Loan Company, herein named, to plaintiff, and to all the creditors of said defendant, North-

western Guaranty Loan Company, who shall exhibit their claims herein and become parties to this action.

29 V.

Plaintiff further alleges that the capital stock of said Northwestern Guaranty Loan Company, according to said articles of incorporation, was to be two million dollars, which was divided into twenty thousand shares of one hundred dollars each. One and a quarter millions of dollars of said stock was subscribed for and issued prior to the time when all the indebtedness and liability of said Northwestern Guaranty Loan Company, hereinbefore mentioned, was created. Plaintiff alleges that no more capital stock was ever issued by said company than the one and a quarter millions of dollars above mentioned. That the following-named persons, defendants in this action, are, and for more than one year last past have continued to be, stockholders of said Northwestern Guaranty Loan Company, and now own, and have continued to own for a longer time than that just mentioned, the number of shares of capital stock of said corporation of the par value set opposite their respective names in the following statement, to wit:

Name.	Address.	Am't stock.
Menage & Streeter, trustees	Minneapolis, Minn.	$4,600
Louis F. Menage	Minneapolis, Minn.	230,800
W. S. Streeter	Minneapolis, Minn.	2,000
Edwin A. Norton	Brookline, Mass	120,000
J. M. Addeman, trustee	Providence, R. I.	10,000
Walter C. Rodman	Philadelphia, Pa.	3,900
Montana Trust Co.	Great Falls, Mont	94,200
H. C. Hardon.	Newton, Mass.	17,000
Geo. Kiernan	Sag Harbor, N. Y.	500
H. W. Allen	St. Johnsbury, Vt.	900
Cyrus J. Anderson	Boston, Mass	5,000
Loren C. Ayer	East Burke, Vt	400
William F. Andrews	Providence, R. I.	5,000
Elizabeth A. Allen	Sandy Hill, N. Y.	500
Geo. E. Ashley	Burlington, Vt.	500
F. E. Alfred	Newport, Vt.	300
Ella J. Ackley	Hockanum, Conn	300
D. R. Allison	Wells River, Vt.	200
W. S. Allis	Norwich, Conn	400
Mrs. E. L. Ainsley	Boston, Mass	500
Edward P. Allison	Philadelphia, Pa	1,500
Gertrude Allison	Philadelphia, Pa.	2,500
L. F. Aldrich	Barre, Vt.	2,000
Willis R. Armstrong	Philadelphia, Pa.	1,500
Lewis W. Antony	Providence, R. I.	4,000
C. H. Austin	Barton Landing, Vt	1,500
W. H. Blaisdell	Barton Landing, Vt.	1,000
Addie P. Baker	Antrim, N. H.	1,800
C. H. Bailey	Boston, Mass	3,000
Geo. Brainerd	Montpelier, Vt.	500
Geo. P. Blair	West Barnett, Vt	1,000
Nettie A. Bassett	Providence, R. I.	700
30 E. Baldwin	Wells River, Vt	3,000
H. T. Baldwin	Wells River, Vt.	500
Ellen Baldwin	Wells River, Vt	1,500
R. M. Braley	Barre, Vt.	500
A. P. Braley	Barre, Vt.	500

	Name.	Address.	Am't stock.
	Henry Ballard	Burlington, Vt.	500
	F. W. Ballard	Burlington, Vt.	1,000
	Geo. H. Bartlett	Hoosick Falls, N. Y.	500
	Adeline W. Batchelder	Milwaukee, Wis	10,000
	Lydia R. Bartlett	Hoosick Falls, N. Y	500
	E. C. Blanchard	Newport, Vt.	300
	George H. Bartlett	Hoosick Falls, N. Y.	500
	Cornelia W. Ball	Troy, N. Y	600
	Elizabeth V. Bailey	Troy, N. Y	400
	E. W. Baxter	Sharon, Vt	2,000
	Estate of William Breck	Claremont, N. H	1,000
	K. A. Benedict	Burlington, Vt.	2,000
	Ben. S. Benton	Minneapolis, Minn.	2,000
	Mrs Lauraette Bingham	St. Johnsbury, Vt	300
	William R. Bridges	Troy, N. Y	500
	Addie I. Bibber	Portland, Me	1,700
	Reed B. Bontecon	Troy, N. Y	2,500
	W. A. Brooks	Chicago, Ill	500
	James W. Brock	Montpelier, Vt.	1,000
	Alson Brown	Newport, Vt.	1,000
	Fred A. Brown	Newport, Vt.	500
	Elizabeth J. Brown	Boston, Mass	2,000
	Samuel N. Brown	Boston, Mass	1,500
	A. A. Brooks	Bethel, Vt.	500
	William Burnham	Philadelphia, Pa.	2,000
	Fannie B. Buckminster	Antrim, N. H.	200
	Gates B. Ballard	St. Johnsbury, Vt.	300
	Alfred F. Burdett	Boston, Mass	1,000
	Geo. Burnham, Jr.	Philadelphia, Pa.	2,000
	Joseph A. Budlong	Providence, R. I.	5,000
	George A. Buffum	Providence, R. I.	2,000
	Frank H. Clark	Utica, N. Y.	500
	The Capital Fire Insurance Co.	Concord, N. H.	1,000
	Mary E. Carpenter	Cambridge, N. Y.	500
	Harvey Carpenter	Cambridge, N. Y.	1,000
	Mrs. S. E. Caswell	Chelsea, Vt.	500
	Frank B. Carr	Fitchburg, Mass	400
	Maria P. Clark	Walpole, Mass.	800
	William H. Clark	Helena, Mont.	2,500
	Isabel H. Charlton	Philadelphia, Pa.	400
	James Clark	Boston, Mass	1,000
	Helen M. Clark	Helena, Mont.	1,300
	F. R. Chase	Minneapolis, Minn	16,000
	James Caird	Troy, N. Y	700
	James H. Carpenter	Troy, N. Y.	1,600
31	H. Maria Capron	Providence, R. I.	$1,000
	Albert E. Calder	Providence, R. I.	10,000
	Silas Carey	Newton, Pa.	1,000
	James E. Case	Boston, Mass.	5,000
	Ellis Clark	Philadelphia, Pa.	800
	William P. Chamberlain	Keene, N. H.	1,000
	Mary E. Carpenter	Troy, N. H	600
	E. A. Chittenden	St. Albans, Vt.	300
	W. A. Childs	Calumet, Mich.	800
	Daniel Coffrin	Groton, Vt	500
	Ellis M. Coe	Burke, Vt.	2,500
	Charles Cobb	St. Johnsbury Center, Vt.	1,700
	John H. Converse	Philadelphia, Pa.	6,500
	David Coe	Burke, Vt.	1,000
	Mrs. A. A. Coe	Burke, Vt.	600
	Charles H. Cross	Montpelier, Vt.	1,000
	L. Bart Crose	Montpelier, Vt.	1,000
	Ira Colby	Claremont, N. H	600
	F. H. Colby	McIndoes Falls, Vt.	1,000
	William H. Cook	Bridgehampton, L. I., N. Y.	200

	Name.	Address.	Am't stock.
	William G. Crocker	Minneapolis, Minn.	13,100
	Hezekiah Conant	Pawtucket, R. I.	5,000
	N. Stanton Coffin	Minneapolis, Minn.	1,000
	Elizabeth M. Colt	Bristol, R. I	1,000
	George W. Cornell	Newton, Pa.	1,000
	James M. Crowell	Philadelphia, Pa.	3,000
	Mrs. K. R. Leverett Cushman	Plymouth, N. H.	800
	Henry L. Cushman	Auburn, Me	2,000
	J. Jay Dana	Housatonic, Mass.	1,300
	S. W. Dana	Philadelphia, Pa.	1,400
	Elmer A. Darling	New York city.	5,000
	A. B. Darling	New York city	5,000
	Wilbur P. Davis	St. Albans, Vt.	200
	William L. Damon	Woodstock, Vt.	500
	Edwin Davis	Woodstock, Vt.	300
	Carrie L. Dean	Minneapolis, Minn.	2,500
	Alfred J. Dean	Minneapolis, Minn.	6,200
	Jane V. Delano	East Hardwick, Vt.	700
	John W. Dean	Newfield, N. Y	800
	W. S. Dewey	Quechee, Vt.	1,000
	J. J. Dewey	Quechee, Vt.	1,000
	D. C. Denison	Royalton, Vt.	500
	Elizabeth Dean	Minneapolis, Minn.	200
	William E Dean	Minneapolis, Minn.	200
	Fred W. Dean	Minneapolis, Minn.	200
	George F. Dean	Minneapolis, Minn.	200
	J. E. Dickerman	Newport, Vt.	1,000
	J. E. Dwinell	Glover, Vt	500
	Lucy F. Dillaway	South Boston, Mass.	500
32	Clara E. Dickson	McIndoes Falls, Vt.	500
	William M. Dickson	McIndoes Falls, Vt.	700
	John C. Dickson	McIndoes Falls, Vt	1,000
	H. L. Dickerman	Rutland, Vt.	500
	Walter Dole	Emfield, N. H.	500
	O. G. Dort	Keene, N. H	1,000
	Oliver H. Durrell	Cambridge, Mass.	2,000
	Sophia G. Durrell	Cambridge, Mass.	500
	Geo. B. Davis and Phil. T. Walker, executors	Danville, Vt.	500
	J. L. Edwards	Newport, Vt.	1,500
	Nancy J. Elms	South Boston, Mass.	300
	Jacob Edwards	Boston, Mass	5,000
	W. T. Emerson, guardian	Worcester, Mass	500
	Estate of Stephen Emigh	New York city	10,000
	Thomas Fairbrother	East Burke, Vt	4,000
	Mrs. William P. Fairbanks	St. Johnsbury, Vt.	3,000
	Edward T. Fairbanks	St. Johnsbury, Vt.	2,500
	William P. Fairbanks	New York city.	1,500
	Francis A. Fales	Troy, N. Y.	5,000
	Mrs. O. F. Fassett	St. Albans, Vt.	3,000
	Amasa Fairbrother	East Albans, Vt	1,800
	Myron Fairbrother	Portland, Me.	1,700
	Freewill Baptist Printing Establishment	Boston, Mass.	2,000
	The Freewill Baptist Education Society	Boston, Mass	1,600
	L. Fletcher & Co.	Minneapolis, Minn.	1,000
	Anna T. Fernald	Milton Mills, N. H.	600
	E. N. Fernald, guardian	Milton Mills, N. H.	800
	The Freewill Baptist Foreign Missionary Society	Boston, Mass.	1,000
	A. Clark Fellows	Troy, N. Y.	3,000
	Eustace W. Fisher, executor	New York city	3,000
	The Fire Underwriters' Ass'n	Concord, N. H	500
	Mary F. Field	Chicago, Ill.	1,000
	Edwin P. Fisher	Bethel, Vt.	100
	Isadora C. W. Fisher	Cabot, Vt.	500

	Name.	Address.	Am't stock.
	Launcelot Foster	Troy, N. Y	1,200
	De Forest Fox	New York city	7,500
	Mrs. H. E. Folsom	Lyndonville, Vt	200
	W. H. Ford	Lyndonville, Vt	200
	H. R. Flower	Newport, Vt	1,300
	Sophia Flower	Newport, Vt	300
	Rufus S. Frost	Boston, Mass	1,000
	Albert G. Flower	Lowell, Mass	500
	Geo. B. Ford, cash	Boston, Mass	500
	James M. Foss	St. Albans, Vt	5,000
	Mariette A. Ford	Troy, N. Y	300
33	Lucyette Fowler	Buda, Ill	1,700
	The Galveston Trust Co	Galveston, Tex	11,000
	Joseph M. Gazzam	Philadelphia, Pa	5,000
	J. Herbert Gardner	P. O. Slocumville, R. I	2,500
	William C. Gage	Sherbrooke, P. Q	200
	The Granite Savings Bank and Trust Company	Barre, Vt	2,000
	Nelson M. Gay	Gaysville, Vt	1,000
	Henry D. Gregory	Philadelphia, Pa	1,500
	Geo. B. Greenslet	Glens Falls, N. Y	1,000
	Dascon Green	Troy, N. Y	1,000
	J. McGregor Gibb	Philadelphia, Pa	5,000
	H. H. Gilson	Bethel, Vt	500
	E. H. Goodhue	Mattapan, Mass	1,000
	Timothy M. Griffing	Riverhead, L. I., N. Y	500
	David A. Gorton	Brooklyn, N. Y	1,000
	Emiline F. Godfrey	Philadelphia, Pa	300
	Edward H. Gourley	Newtown, Pa	400
	E. Hiram Goodhue	Mattapan, Mass	500
	Ellen M. Goodhue	Mattapan, Mass	500
	J. E. Goodrich	Burlington, Vt	2,000
	Egbert Guernsey	New York city	2,000
	Fitzedward Hall	Troy, N. Y	6,500
	Henry R. Halleway	Plainfield, N. J	100
	Emma E. Haman	Philadelphia, Pa	300
	W. H. Harrison, agent	Onondaga Valley, N. Y	1,000
	William Hacker	Philadelphia, Pa	2,500
	Henry Haines	Philadelphia, Pa	1,000
	Estate of Mrs. Caroline B. Hadley	St. Johnsbury, Vt	1,500
	Perley F. Hazen	St. Johnsbury, Vt	1,000
	R. W. Hardon	Newton, Mass	100
	James R. Hall	Newport, Vt	1,000
	Mabel Hall	Newport, Vt	200
	Ammi R. Hahn	East Boston, Mass	2,500
	Fred. S. Hall	Concord, N. H	1,000
	Earl P. Hawes	Providence, R. I	700
	Jo. D. Hatch	Burlington, Vt	600
	Amy F. Hall, administratrix	Newport, Vt	500
	Mrs. E. L. Hatch	Salem, Mass	500
	Samuel A. Hendrickson	Philadelphia, Pa	5,000
	Helena Trust Company	Helena, Montana	13,700
	Ernst Hitz	Philadelphia, Pa	100
	William Higgins	St. Johnsbury, Vt	500
	Julia C. Higgins	St. Johnsbury, Vt	500
	Edmund F. Higgins	Manchester, N. H	1,500
	Alfred K. Hills	New York city	1,500
	Benjamin Hinman	Newport, Vt	1,000
	James I. Hilliker	Troy, N. Y	30,000
	Salmon P. Hibbard	Boston, Mass	1,000
34	Hadley F. Higgins	Manchester, N. H	1,000
	Clara T. Hitchcock	Hanover, N. H	500
	H. A. Hitchcock	Hanover, N. H	1,000
	Geo. M. Howe	St. Johnsbury, Vt	1,500
	Alex. Holmes	Barnet, Vt	1,500

Name.	Address.	Am't stock.
Caroline Holmes	Barnet, Vt	500
O. O. Howard	Governor's Island, N. Y	200
Grace R. Houghton	Montpelier, Vt	1,000
S. Frank Holley	Troy, N. Y	400
C. P. Hogan	St. Albans, N. Y	500
Henry C. Howe	Lowell, Mass	1,000
J. W. Hobert	St. Albans, Vt	2,000
C. T. A. Humphrey	East Burke, Vt	8,000
Thomas L. Hutchins	Providence, R. I	1,200
John H. Husted	Georgetown, Col	5,000
Melancie E. Hutchins	Providence, R. I	700
Harry M. Hutchins	Providence, R. I	800
Sterns Hutchins	Providence, R. I	2,000
Ruhamah P. Inman	Pascoag, R. I	2,000
Charles L. Jackman	Concord, N. H	200
Stephen M. Jaquith	Schuylerville, N. Y	300
C. H. Jones	Barton Landing, Vt	7,000
Geo. E. Johnson	Burlington, Vt	400
Anna Warner Johnson	Cohoes, N. Y	500
C. H. Joslyn	Bloomington, Vt	1,000
Peter Joslyn	Newport, Vt	500
Keene Guaranty savings bank	Keene, N. H	5,000
F. L. Keay	Boston, Mass	5,000
Mary G. Kenney	Griggsville, Ill	2,500
Charles W. King	Lunneberg, Vt	500
Robert R. Kimball	Boston, Mass	500
James E. Kimball	Troy, N. Y	2,500
James M. Kimball	Providence, R. I	2,300
William B. Kimball	Providence, R. I	5,000
Laura B. Kimball	Providence, R. I	700
Mrs. Geo. Kiernan	Sag Harbor, N. Y	200
Rudolph Koradi	Philadelphia, Pa	200
Marie Landon	Cedar Falls, Ia	500
Henry S. Lawrence	Newport, Vt	2,000
Lucia D. Lane	Newport, Vt	500
Mary C. Lawrence, P. J. Farrell, administrators, estate of H. S. Lawrence	Newport, Vt	500
Martha H. Leverett	Plymouth, N. H	500
A. L. Leach	Sheldon, Vt	300
C. N. Leonard	Taunton, Mass	200
J. Bertram Lippincott	Philadelphia, Pa	2,000
Geo. L. Littlefield	Pawtucket, R. I	2,500
H. T. Lillibridge	Minneapolis, Minn.	3,000
35 Thomas Lowry	Minneapolis, Minn	10,000
Frank W. Lebdell	Troy, N. Y	1,000
Manufacturers' & Merchants' Mutual Insurance Co	Concord, N. H	1,000
Effingham Maynard	New York city	4,000
C. H. Manchester	McIndoes Falls, Vt	200
Smith D. Mackey	Jersey City, N. J	2,000
John Mason	Passumpsic, Vt	300
Fanny H. Maynard	Hanover, N. H	2,500
Emma L. Maynard	West Enosburgh, Vt	600
Drusilla H. Manson	Auburn, Me	2,500
F. S. McKinzie	Woodstock, Vt	5,000
Eliz. S. Manchester	Providence, R. I	500
Mary E. Marks	Burlington, Vt	200
B. H. Marshall	West Burke, Vt	1,500
Frank A. Merrill	Concord, N. H	500
Amanda A. Menage	Minneapolis, Minn	100
Bessie M. Menage	Minneapolis, Minn	100
Edwin F. Morse	Philadelphia, Pa	2,000
Helen Morse	St. Johnsbury Center, Vt	800
H. M. Morse	Boston, Mass	1,000
Geo. A. Morse	Philadelphia, Pa	700

	Name.	Address.	Am't stock.
	Charles H. Morse	Chicago, Ill	1,000
	Martha J. Morse	Chicago, Ill	1,000
	Bessie Owens Morse	Chicago, Ill	500
	Charles C. Munford	Providence, R. I	500
	E B. Mulford	Sag Harbor, L. I., N. Y	100
	Thomas S. McLam	Tewksbury, Mass	1,000
	Estate of Mrs E. McLeod	Montreal, P. Q	500
	Mrs. A. H. McLeod	St. Johnsbury, Vt	100
	Maud E. McLeod	St. Johnsbury, Vt	100
	James E. McDowell	Portland, Me	2,000
	William McFarland	Salem, N. Y	500
	Owen F. McCabe	Quechee, Vt	500
	Margaret C. McClaren	West Barnett, Vt	300
	Lucia E. McNeill	Shelburne, Vt	500
	Chas. J. McKenzie	Franklin, Mass	5,000
	Nettie L. Nay	Jeffersonville, Vt	300
	B. M. R. Nelson	Barton, Vt	1,000
	Nath. F. Nye	Auburndale, Mass	1,000
	Philip H. Neher	Troy, N. Y	7,500
	Neher & Carpenter	Troy, N. Y	2,600
	Mrs. J. W. Nickerson	Sag Harbor, L. I., N. Y	500
	L. P. Norton	Bennington, Vt	1,000
	William H. Noyes	Liberty Hill, Conn	1,000
	John M. Norris	Minneapolis, Minn	8,500
	C. H. Olmstead	Boston, Mass	2,000
	Orleans Trust Co	Newport, Vt	10,000
	E. G. Parker	Wells River, Vt	3,000
36	William S. Palmer	Norwichtown, Conn	400
	A. D. Page	Lyndonville, Vt	600
	Howard S. Paine	Albany, N. Y	1,000
	Sarah Potter Paine	Albany, N. Y	1,000
	Louisa J. Prescott	East Jaffray, N. H	300
	Julius E. Prescott	East Jaffray, N. H	500
	Harriet M. Perry	Claremont, N. H	100
	Sarah A. Perkins	Boston, Mass	1,000
	Curtis H. Pettit	Minneapolis, Minn	1,000
	Anna M. Penniman	Boston, Mass	500
	Willie E. Prescott	East Jaffray, N. H	200
	John B. Peckett	Bradford, Vt	2,000
	Charles P. Peret	Philadelphia, Pa	1,200
	Penn. Co. for Ins. on Lives and Granting Annuities, trustee for Mary Anna Gazzam, under will of John G. Reading, deceased	Philadelphia, Pa	5,000
	F. T. Perkins	Burlington, Vt	1,200
	Geo. H. Perkins	Burlington, Vt	500
	Mary K. Perot	Philadelphia, Pa	500
	Chas. W. Pickering	Greenland, N. H	300
	Geo. A. Pillsbury	Minneapolis, Minn	4,000
	The Philadelphia Trust, Safe Deposit and Ins. Co., trustee for Mary Anna Gazzam, under will of John G. Reading, deceased	Philadelphia, Pa	5,000
	Edward G. Pittman	Troy, N. Y	1,500
	W. N. Potter	Boston, Mass	1,000
	C. A. Prouty	Newport, Vt	2,000
	James H. Porter	Lebanon Center, Me	1,000
	Charles H. Raney	Swanton, Vt	1,300
	Walter A. Read	Chepachet, R. I	5,000
	Caleb S. Ridgway	Philadelphia, Pa	1,000
	A. J. Richardson	Philadelphia, Pa	2,000
	Samuel Ricker	Boston, Mass	1,000
	Mary A. Ripley	Portland, Me	2,200
	Geo. C. Ripley	Minneapolis, Minn	1,000
	Katharine F. K. Rix	Royalton, Vt	2,500

	Name.	Address.	Am't stock.
	Abram T. Rose	Bridgehampton, L. I., N. Y.	1,000
	Homer E. Royce	St. Albans, Vt	2,000
	Hiram S. Rogers	Sagg Bridgehampton, L. I., N. Y	600
	Robert M. Roive	Newport, N. H.	500
	Franklin B. Rogers	Boston, Mass	800
	Nancy B. Rose	Bridgehampton, L. I., N. Y.	200
	Abigail Rodman	Philadelphia, Pa	300
	William H. Rowe	Troy, N. Y	1,000
	Mrs. J. R. Roblin	Bethel, Vt	500
	Florence P. Robison	Minneapolis, Minn	1,000
	Charles W. Ruiter	St. Johnsbury, Vt	200
37	Chas. H. Sprague, trustee	Providence, R. I.	1,000
	J. Bunford Samuel	Philadelphia, Pa	2,000
	Mary J. Sanborn	Lyndon, Vt	1,000
	Joel F. Sanborn	Lyndon, Vt	1,000
	Mrs. N. C. Sanborn	Lyndon, Vt	2,000
	W. J. Stanton, Jr	Lyndon, Vt	500
	Walter R. Shaefer	Philadelphia, Pa	200
	Charles M. Swain	Philadelphia, Pa	1,000
	Hettie T. Sprague	Providence, R. I	1,100
	Henry S. Sprague	Providence, R. I	1,000
	Samuel S. Sprague	Providence, R. I	1,000
	John Stanton	Troy, N. Y	1,500
	Wesley Sargent	St. Johnsbury Center, Vt	2,000
	Minnie E. Stenson	New York city	500
	Geo. W. B. Snell	Portland, Me	100
	Mary E. Shed	Hillsborough Bridge, N. H.	1,000
	Anna K. Sheldon	Troy, N. Y	1,000
	Wm. B. Stevens	Bradford, Vt	500
	Henry Smilee	Waterville, Vt	2,000
	Nellie S. Baker Smith	Charlestown, N. H	2,000
	Walter P. Smith	St. Johnsbury, Vt	500
	Susan H. Smith	St. Johnsbury, Vt	500
	Mary L. Smith	New York city	500
	Isaac B. Smith	East St. Johnsbury, Vt	1,000
	Fred E. Smith	Montpelier, Vt	500
	William J. Simmons	Troy, N. Y	3,000
	James F. Shipman	Waterbury, Vt	200
	J. Elliott Smith	New York city	1,000
	Charles J. Shoemaker	Philadelphia, Pa	100
	Carrie M. Story	Manchester, N. H	1,500
	A. C. Stocking	Boston, Mass	300
	Jos. C. Snow	Haverhill, Mass	3,000
	Melanie M. Stussy	Philadelphia, Pa	900
	Thomas Stuart	Concord, N. H	2,500
	Elbra S. Taggart	Manchester, N. H	1,500
	A. P. Taft	St. Johnsbury, Vt	1,000
	E. D. Thayer	Brandon, Vt	1,000
	Charles S. Tanner	Providence, R. I	500
	James M. Tyler	Brattleboro, Vt	500
	Almira C. Titus	Providence, R. I	2,300
	J. O. Tilton	Lexington, Mass	500
	Jeremiah D. Tilton	Tilton, N. H	1,000
	Jno. C. Tilton	Concord, N. H.	100
	Stephen H. Tilden	West Lebanon, N. H	800
	H. J. Town	Los Angeles, Cal	900
	Geo. R. Thompson	Rupert, Vt	300
	William Tooth	New York city	2,500
	Mrs. A. G. Thompson	Pittsfield, N. H.	200
	Martha Towle	Burlington, Vt.	500
38	Geo. Towle	Burlington, Vt.	500
	Walter V. Towle	Burlington, Vt.	100
	Mrs. Geo. Towle	Amsterdam, N. Y.	200
	Hon. Payson Tucker	Portland, Me.	2,500

Name.	Address.	Am't stock.
Richard Tull	Philadelphia, Pa	300
L. A. Tuxbury	Saco, Maine	1,000
George Turner	Waterford, N. Y	1,000
Cyrus Underwood	East Hardwick, Vt	7,600
Edwin Underwood	St. Johnsbury, Vt	30,000
Geo. M. Vail	Riverhead, L. I., N. Y	200
Charles T. Walter	St. Johnsbury, Vt	100
Mary L. Watson	Montpelier, Vt	1,000
Samuel W. Wray	Philadelphia, Pa	2,000
Mary E. Ward	Brookline, Mass	2,500
Geo. W. Wagg	Auburn, Me	2,500
W. D. Washburn	Minneapolis, Minn	1,000
Alfred E. Watson	Hartford, Vt	1,000
Josiah A. Wait	Troy, N. Y	3,000
R. C. Waite	St. Albans, Vt	500
Charles W. West	Philadelphia, Pa	2,000
Edward G. West	Philadelphia, Pa	2,000
Albert B. Weimer	Philadelphia, Pa	100
Rebecca H. Weld	Lebanon Center, Me	1,000
Gardner Wetherbee	New York city	5,000
Oren Westcott	Providence, R. I	1,000
H. T. Wetherby	Burlington, Vt	1,000
Henry L. Wetherby	Jeffersonville, Vt	800
E. M. Weston	Bethel, Vt	200
Charles F. Wignall	Philadelphia, Pa	500
J. F. Wright	Barton Landing, Vt	2,000
Sara C. Wilkes	Brewsters, N. Y	400
Austin Wright	Claremont, N. H	100
Charles H. Wilson	Lyndonville, Vt	1,000
Squire J. Wilson	Lyndonville, Vt	400
Calvin Wilcox	Derby Line, Vt	1,000
Alpheus Wilt	Philadelphia, Pa	2,000
Mary Wilt	Philadelphia, Pa	2,000
Helen G. Williamson	Troy, N. Y	1,000
Mrs. S. L. Wiswill	Cabot, Vt	500
Florence Wilson	Philadelphia, Pa	1,000
Mrs. D. Q. Woodruff	St. Johnsbury, Vt	100
Irving S. Woodruff	St. Johnsbury, Vt	100
Horace N. Woodruff	St. Johnsbury, Vt	100
Rawson L. Wood	New York city	2,000
B. W. Woodard	Boston, Mass	2,000
H. E. & D. Q. Woodruff	St. Johnsbury, Vt	2,000
William J. Wyley	Troy, N. Y	500
W. A. Wheeler	Littletown, N. H	500
		$1,250,000

39 And plaintiff further says, that the defendants mentioned in said action as Estate of William Breck, George B. Davis and Phil. T. Walker, executors, W. T. Emerson, guardian, Estate of Stephen Emigh; George B. Ford, cashier, W. H. Harrison, agent, Estate of Mrs. Caroline B. Hadley, Amy F. Hall, administratrix, Mary C. Lawrence, and P. J. Farrell, administrators, Estate of Mrs. E. McLeod, Neher & Carpenter, Penn. Company for Life Insurance and Lives and Granting Annuities, trustee for Mary Ann Gazzam, under will of John G. Reading, deceased, The Philadelphia Trust, Safe Deposit and Ins. Co., trustee for Mary Ann Gazzam, under will of John G. Reading, deceased, are as fully described as can be done by the plaintiff with the knowledge he how possesses, and that a more particular description of the real true names of said defendants, or either or any of them, the plaintiff cannot now give. That

the stock alleged in said complaint as belonging to said defendants last above named appears from the books and records of the Northwestern Guaranty Loan Company to be in the name of and to belong to said defendants as above designated, and the plaintiff has no knowledge or information that it belongs to any other person or persons; and the plaintiff asks that when the true names of said defendants or the persons owning said stock shall become known, the summons and complaint herein may be amended by inserting such names in the summons and complaint herein.

VI.

That all said defendants, except the following named, to wit: W. S. Streeter, L. F. Menage and W. S. Streeter, trustees; Ben. S. Benton, F. R. Chase, William G. Crocker, N. Stanton Coffin, Carrie L. Dean, Alfred J. Dean, Elizabeth Dean, William E. Dean, Fred W. Dean, George F. Dean, Loren Fletcher and Charles M. Loring, as partners as L. Fletcher & Co.; H. T. Lillibridge, Thomas Lowry, John M. Norris, Curtis H. Pettit, George A. Pillsbury, George C. Ripley, Florence P. Robison, and W. D. Washburn, now are non-residents of the State of Minnesota and have no property of any kind subject to levy on execution within this State, and the plaintiff has no means of getting jurisdiction over them in this action.

That of the said indebtedness of three million dollars, more than twelve hundred thousand dollars has already been proven against said estate of said Northwestern Guaranty Loan Company, and due proof thereof filed with said receiver, as in such case made and provided by the general insolvency laws of this State.

VII.

Plaintiff further alleges that all of the defendants, except the defendants The Northwestern Guaranty Loan Company and Minneapolis Trust Company, are in law personally liable for the debts of said defendant Northwestern Guaranty Loan Company, to the amount of stock as aforesaid, owned by each of them; that in order to collect the amounts due respectively from said defendant stockholders and to enforce the liability of the non-resident defendant stockholders of said defendant The Northwestern Guaranty Loan Company, it is necessary that a receiver for such purpose be, by this court, appointed; that the defendant Minneapolis Trust Company, the receiver of said Northwestern Guaranty Loan Company, is a proper and suitable person to act as such receiver.

Wherefore, the plaintiff prays:

First. That the court decrees notice to be given in such manner as shall be deemed best, requiring all the creditors of said defendant, Northwestern Guaranty Loan Company, to exhibit their respective claims against the said Northwestern Guaranty Loan Company herein, and to become parties to this action within a reasonable time, and that they, in default thereof, be precluded from all benefit under the judgment which may be rendered in this action and from any distribution which shall be made under said judg-

ment herein; that thereupon the court proceed to ascertain the amounts of the respective claims of such creditors of said defendant Northwestern Guaranty Loan Company, who shall become parties to this action, as well as the respective liabilities of said defendant stockholders, on account of their constitutional liability, and the amount of stock held and owned by them and each of them. And plaintiff further prays that a proper judgment and decree be entered and rendered herein against said defendant stockholders and each of them, for such liabilities as shall be warranted by the law and the evidence, and providing for the enforcement and sequestration of said liabilities, to the end that from the proceeds therefrom the attorneys' fees and the cost of this proceeding be paid in full, and that said claims of said creditors be satisfied *pro tanto*.

Second. That the Minneapolis Trust Company, or some other competent and suitable person, be appointed receiver herein, for the purpose of collecting and enforcing such liabilities, and with power and authority to proceed against said defendant stockholders residing in other jurisdictions, in such other jurisdictions, for the purpose of enforcing their liabilities in behalf of all the creditors who shall become parties to this action, and with further power and authority to distribute the proceeds in this proceeding, between the parties entitled thereto, after first paying in full out of said proceeds such reasonable sum as shall by the court be allowed this plaintiff for compensation for his attorneys for their services in this proceeding, as well as for all other costs and expenses herein incurred, not taxable against said defendants.

Third. That by a proper judgment and decree herein, all creditors of said defendant The Northwestern Guaranty Loan Company, who have not within the time fixed by the court herein, exhibited their claims herein and become parties to this action, be forever debarred from any and all benefits of the judgment herein, and from any distribution to be made under the same.

Fourth. Plaintiff prays for such other and further relief herein as to the court shall seem meet and proper, just and agreeable with equity and good conscience, including judgment for his costs and disbursements herein.

W. E. HALE,
Attorney for Plaintiff, 926–'34 *Guaranty Loan Bldg.*,
Minneapolis, Minn.

Dated Feb. 19, 1894.

41 EXHIBIT "A."

Articles of Incorporation of the Northwestern Guaranty Loan Company.

Know all men by these presents that we, the undersigned, under and pursuant to the laws of the State of Minnesota, to wit: title two (2), of chapter thirty-four (34), of the General Statutes of said State, do hereby associate ourselves together for incorporation under the name hereinafter assumed, and organize by adopting and signing the following articles of incorporation, to wit:

ARTICLE FIRST.

The name of this corporation shall be Northwestern Guaranty Loan Company. The general nature of its business shall be the buying, owning, improving, mortgaging, selling and dealing in lands, tenements and hereditaments, real, mixed and personal estate and property; the buying, owning, holding, selling, negotiating, dealing in, and guaranteeing, and otherwise securing mortgages, notes and other securities and evidences of indebtedness, and doing and performing any and all such lawful business and undertakings as may be necessary, essential or expedient to the proper and efficient carrying on and success of the several kinds of business above named. The principal place of transacting said business shall be at the city of Minneapolis, in the county of Hennepin, and State of Minnesota.

ARTICLE SECOND.

The time of the commencement of said corporation shall be the first (1st) day of May, A. D. 1884, and the period of its continuance shall be thirty (30) years.

ARTICLE THIRD.

The amount of capital stock of said corporation shall be two million dollars ($2,000,000), of which sum two hundred thousand dollars ($200,000) shall be paid in at the time of the commencement of business by said corporation, and the remainder whenever and in such installments as the board of directors of said corporation shall determine.

ARTICLE FOURTH.

The highest amount of indebtedness or liability to which said corporation shall at any time be subject shall be fifty thousand dollars ($50,000).

ARTICLE FIFTH.

The names and places of residence of the persons forming this association for incorporation are as follows, to wit: Louis F. Menage, Robert S. Innes, Benjamin S. Bull, Sewell P. Channell and Julius E. Miner, each and all of whom reside in the city of Minneapolis, Hennepin county, Minnesota.

42 ARTICLE SIXTH.

The names of the persons constituting the first board of directors of said corporation are Louis F. Menage, Robert S. Innes, Benjamin S. Bull, Sewell P. Channell and Julius E. Miner. The government of said corporation and the management of its affairs shall be vested in a board of directors, consisting of five persons, and in a president, two vice-presidents, a secretary and treasurer. The directors shall be elected by the stockholders of said corporation at their annual meeting in each year. The other officers shall be elected by the board of directors annually; and said board of directors may, besides

the above-mentioned officers, appoint such other officers and agents as the business of said corporation may require. The elections shall be held at such time, in each year as shall be prescribed by the by-laws of said corporation.

ARTICLE SEVENTH.

The number and amount of the shares in the capital stock of said corporation shall be twenty thousand shares of one hundred dollars.

In witness whereof we have hereunto set our hands and seals this eighteenth (18th) day of April, A. D. 1884.

LOUIS F. MENAGE. [SEAL.]
ROBERT S. INNES. [SEAL.]
SEWELL P. CHANNELL. [SEAL.]
BENJAMIN S. BULL. [SEAL.]
JULIUS E. MINER. [SEAL.]

In presence of—
P. M. WOODMAN.
W. R. CRAY.

STATE OF MINNESOTA, } ss:
County of Hennepin, }

Be it known personally came Louis F. Menage, Robert S. Innes, Benjamin S. Bull, Sewell P. Channell and Julius E. Miner, before me, the undersigned notary public, each and all of said persons to me personally known to be the identical persons named in and who executed the foregoing articles of incorporation, and each acknowledged that he executed the same freely and voluntarily, for the uses and purposes therein expressed.

Witness my hand and official seal this 22d day of April, A. D. 1884.

[NOTARIAL SEAL.]

WILLARD R. CRAY,
Notary Public, Hennepin County, Minnesota.

OFFICE OF REGISTER OF DEEDS, }
County of Hennepin, State of Minnesota. }

I hereby certify that the within instrument was filed for record in this office on the 22d day of April, A. D. 1884, at 10.30 o'clock a. m., and was duly recorded in Book 19, of Mis., page 479, etc.

GEORGE HUHN,
Register of Deeds,
By JAMES E. MERRITT, *Deputy.*

43 STATE OF MINNESOTA, }
Department of State. }

I hereby certify that the within instrument was filed for record in this office on the 22d day of April, A. D. 1884, at 5 o'clock p. m.,

and was duly recorded in Book J of Incorporations, on pages 453, 454 and 455.

FRED VON BOMBACH,
Secretary of State.

EXHIBIT "B."

STATE OF MINNESOTA, }
County of Hennepin. }

District Court, Fourth Judicial District.

In the Matter of the Petition for a Receiver of THE NORTHWESTERN GUARANTY LOAN COMPANY under the Insolvent Act.

The petition of John Goodnow and Cora B. Lawther, as partners as Goodnow & Lawther, Minneapolis, Minnesota, creditors of the Northwestern Guaranty Loan Company, a corporation organized under the laws of this State, above named, having come on to be heard, due notice of the time and place of such hearing having been first given to said debtor, the said Northwestern Guaranty Loan Company, and also to the Northwestern Fuel Company, a corporation named in said petition, as required by an order of this court, dated May 17th, 1893, and by consent of all parties, the hearing having been continued from time to time until 9 o'clock a. m. this 20th day of May, 1893, and the said Northwestern Guaranty Loan Company having duly appeared upon said hearing by C. J. Bartleson, Esq., its attorney, and said Northwestern Fuel Company having duly appeared upon said hearing by Albert C. Cobb, Esq., its attorney, and all the parties hereto having been duly heard in the premises;

And it appearing to the satisfaction of the court that said petitioners, John Goodnow and Cora D. Lawther, as partners as Goodnow & Lawther, are creditors of the Northwestern Guaranty Loan Company, as stated in said petition, and that said petitioner's debt and claim is provable against said Northwestern Guaranty Loan Company in accordance with the provisions of the insolvency laws of this State; that the debt and claim owing to said petitioners by said Northwestern Guaranty Loan Company exceeds two hundred dollars in the aggregate amount, to wit: $371.64, all of which is now due and no part of which has ever been paid, and that the nature of said debt and claim is for goods, wares and merchandise of the value of $371.64, sold and delivered by said petitioners to said Northwestern Guaranty Loan Company at various times during the last past year;

And it also appearing to the satisfaction of the court that said Northwestern Guaranty Loan Company did on the 16th day of May, 1893, confess judgment in favor of said Northwestern Fuel Company for the sum of $213.01, and that on the 17th day of May, 1893, at about nine o'clock in the forenoon of said day, judgment was duly entered upon said confession of judgment in the district court of the fourth judicial district in and for the county of Hennepin and State of Minnesota, as and at the time alleged in said

petition, and that said judgment so rendered and entered remains wholly unpaid, unsatisfied and undischarged;

And it also further appearing to the satisfaction of the court that said Northwestern Guaranty Loan Company is wholly insolvent, and that all the allegations of said petition are true as therein alleged, and that a receiver should be appointed of all the unexempt property of said debtor, the said Northwestern Guaranty Loan Company.

It is ordered, adjudged and decreed:

First. That said debtor, The Northwestern Guaranty Loan Company be and it is hereby declared and adjudged to be insolvent.

Second. That the Minneapolis Trust Company, of the city of Minneapolis, in the county of Hennepin, and State of Minnesota, be and it is hereby appointed a receiver, who has power and authority to, and who shall take possession of all the property of said debtor, not exempt by law, including all property concealed, removed or otherwise disposed of by said debtor in violation of any provisions of chapter thirty (30), of the General Laws of Minnesota, for the Year A. D. 1889, and also all property now under garnishment, attachment or levy, except such as was levied upon under an execution issued upon a judgment against said debtor, entered on a complaint which was on file in the court in the county where said debtor then resided, during the period of at least twenty days next before the entry of such judgment, and said receiver has power and authority to, and he shall, within four months from the date hereof, unless the court or judge shall otherwise direct, and shall allow further time, convert said property into money, and distribute the net proceeds thereof ratably and in proportion to the amount of their several demands among the creditors of said debtor, who shall come in and make due proof of their respective demands within such time and in such manner as the court or judge shall direct, and who shall, in consideration of the benefit of the provisions of said chapter thirty, execute and file releases of their respective demands against said debtor as therein provided.

Third. That said receiver shall keep an account of all its doings thereunder, and report the same to this court.

Dated May 20th.

ROBERT D. RUSSELL,
District Judge.

STATE OF MINNESOTA, } ss:
County of Hennepin, }

W. E. Hale came before me personally, and being first duly sworn, doth say, that he is the attorney for the plaintiff in the foregoing action; that he has read the foregoing amended complaint, and knows the contents thereof, and that the same is true, to the
45 best of his knowledge, information and belief, and that the reason why this affidavit of verification is not made by said plaintiff is that plaintiff is absent from said Hennepin county, wherein resideth deponent; and further saith not.

W. E. HALE.

Subscribed and sworn to before me this 19th day of February, A. D. 1894.

E. A. MONTGOMERY,
[NOTARIAL SEAL.] *Notary Public, Hennepin County, Minn.*

Endorsed: Filed Aug. 14, 1894. C. N. Dickey, clerk. By H. J. Altnow, deputy.

46 STATE OF MINNESOTA, }
County of Hennepin, }

District Court, Fourth Judicial District.

ARTHUR R. ROGERS, Plaintiff,
vs.
MINNEAPOLIS TRUST COMPANY, as Receiver of the Northwestern Guaranty Loan Company; Louis F. Menage, Edwin A. Norton; Louis F. Menage and William S. Streeter, Trustees; W. S. Streeter; J. M. Addeman, Trustee; Walter C. Rodman, Montana Trust Company, H. C. Hardon, Geo. Kiernan, H. W. Allen, Cyrus J. Anderson, Loren C. Ayer, William F. Andrews, Elizabeth A. Allen, Geo. E. Ashley, F. E. Alfred, Ella J. Ackley, D. R. Allison, W. S. Allis, E. L. Ainsley, Edward P. Allison, Gertrude Allison, L. F. Aldrich, Willis R. Armstrong, Lewis W. Anthony, C. H. Austin, W. H. Blaisdell, Addie P. Baker, C. H. Bailey, George Brainerd, Geo. P. Blair, Nettie A. Bassett, E. Baldwin, B. M. Braley, A. P. Braley, Henry Ballard, F. W. Ballard, Geo. H. Bartlett, Adeline W. Batchelder, Lydia R. Bartlett, E. C. Blanchard, George H. Bartlett, Cornelia W. Ball, Elizabeth V. Bailey; E. W. Baxter, Estate of William Breck; K. A. Benedict, Ben. S. Benton, Laurette Bingham, William R. Bridges, Addie I. Bibber, Reed B. Bontecon, W. A. Brooks, James W. Brock, Alson Brown, Fred A. Brown, Elizabeth J. Brown, Samuel N. Brown, A. A. Brooks, William Burnham, Fannie E. Buckminster, Gates B. Bullard, Albert F. Burdette, Geo. Burnham, Jr., Joseph A. Budlong, Geo. A. Buffum, Frank H. Clark; The Capital Fire Insurance Company of Concord, N. H.; Mary E. Carpenter, Harvey Carpenter, S. E. Caswell, Frank B. Carr, Maria P. Clark, William H. Clark, Isabel H. Charlton, James Clark, Helen M. Clark, F. R. Chase, James Caird, James H. Carpenter, H. Maria Capron, Albert E. Calder, Silas Carey, James E. Case, Ellis Clark, William P. Chamberlain, Mary E. Carpenter, E. A. Chittenden, W. A. Childs, Daniel Coffrin, Ellis M. Coe, Charles Cobb, John H. Converse, David Coe, A. A. Coe, Charles H. Cross, L. Bart Crose, Ira Colby, F. H. Colby, William H. Cook, William G. Crocker, Hezekiah Conant, N. Stanton Coffin, Elizabeth M. Colt, Geo. W. Cornell, James M. Crowell, Mrs. R. K. Leverett Cushman, Henry L. Cushman, J. Jay Dana, S. W. Dana, Elmer A. Darling, A. B. Darling, Wilbur P. Davis, William L. Damon, Edwin Davis, Carrie L. Dean, Alfred J. Dean, Jane V. Delano, John W. Dean, W. S. Dewey, D. C. Dennison, Elizabeth Dean, William E. Dean, Fred

W. Dean, George F. Dean, J. E. Dickerman, J. E. Dwinnell, Lucy F. Dillaway, Clara E. Dickson, H. Walter Dole, O. G. Dort, Oliver H. Durrell, Sophia G. Durrell; Geo. B. Davis and Phil T. Walker, Executors; J. L. Edwards, Nancy J. Elms, Jacob Edwards; W. T. Emerson, Guardian; Estate of Stephen Emigh, Thomas Fairbrother, Mrs. William P. Fairbanks, Edward
47 T. Fairbanks, William P. Fairbanks, Francis A. Fales, Mrs. O. F. Fassett, Amasa Fairbrother, Myron Fairbrother, Freewill Baptist Printing Establishment, The Freewill Baptist Education Society; Loren Fletcher and Charles Loring, as Partners as L. Fletcher & Co.; Anna T. Fernald; E. N. Fernald, Guardian; The Freewill Baptist Foreign Miss. Society, A. Clark Fellows; Eustace W. Fisher, Executor; The Fire Underwriters' Association, Mary F. Field, Edwin P. Fisher, Isadora C. W. Fisher, Launcelot Foster, De Forest Fox, Mrs. H. E. Folsom, W. H. Ford, Lucyett Fowler, The Galveston Trust Company, Joseph M. Gazzam, J. Herbert Gardner, William C. Gage, The Granite Savings Bank and Trust Company, Nelson M. Gay, Henry D. Gregory, George B. Greenslet, Dascon Green, J. McGregor Gibb, H. H. Gilson, E. H. Goodhue, Timoth- H. Griffing, David A. Gorton, Emiline F. Godfrey, Edward H. Gourley, E. Hiram Goodhue, Ellen M. Goodhue, J. E. Goodrich, Egbert Guernsey, Fitzedward Hall, Henry R. Halleway, Emma E. Haman; W. H. Harrison, Ag't; William Hacker, Henry Haines, Estate of Mrs. Caroline B. Hadley, Perley F. Hazen, R. W. Hardon, James R. Hall, Mabel Hall, Ammi R. Hahn, Fred S. Hall, Earl P. Hawes, John D. Hatch; Amy F. Hall, Administratrix; Mrs. E. L. Hatch, Samuel A. Hendrickson, Helena Trust Company, Ernst Hitz, William Higgins, Julia C. Higgins, Edmund F. Higgins, Alfred K. Hills, Benjamin Hinman, James I. Hilliker, Salmer P. Hibbard, Hadley F. Higgins, Clara T. Hitchcock, H. A. Hitchcock, Geo. M. Howe, Alex. Holmes, Caroline Holmes, O. O. Howard, Grace R. Houghton, S. Frank Holley, C. P. Hogan, Henry C. Howe, J. W. Hobart, C. T. A. Humphrey, Thomas L. Hutchins, John H. Husted, Melancie E. Hutchins, Harry M. Hutchins, Sterns Hutchins, Ruhamah P. Inman, Charles L. Jackman, Stephen M. Jaquith, C. H. Jones, Geo. E. Johnson, Anna Warner Johnson, C. H. Joslyn, Peter Joslyn, Keene Guaranty Savings Bank, F. L. Keay, Mary G. Kenney, Charles W. King, Robert R. Kimball, James E. Kimball, James M. Kimball, William B. Kimball, Laura B. Kimball, Geo. Kiernan, Rudolph Koradi, Marie Landon, Henry S. Lawrence, Lucia D. Lane; Mary C. Lawrence and P. J. Farrell, Administrators; Martha H. Leverett, A. L. Leach, C. N. Leonard, J. Bertram Lippincott, Geo. L. Littlefield, H. T. Lillibridge, Thomas Lowry, Frank W. Lebdell, Manufacturers' and Merchants' Mutual Insurance Company, Effingham Maynard, C. H. Manchester, Smith D. Mackey, John Mason, Fannie H. Maynard, Emma L. Maynard, Drusilla H. Manson, E. S. Mackinzie, Eliz. S. Manchester, Mary E. Marks, B. H. Marshall, Frank A. Merrill, Amanda A. Menage, Bessie M. Menage, Edwin F. Morse, Helen Morse, H. M. Morse,

Geo. A. Morse, Martha J. Morse, Bessie Owens Morse, Charles C. Munford, E. B. Munford, Thomas S. McLam, Estate of Mrs. E. McLeod, Mrs. A. H. McLeod, Maud E. McLeod, James McDowell, William McFarland, Owne F. McCabe, Margaret C. McLaren, Lucia E. McNeil, Charles J. McKenzie, Nettie L. Nay, B. M. R. Nelson, Nath. F. Nye, Philip N. Neher, Neher & Carpenter, Mrs. J. W. Nickerson, L. P. Norton, William H. Noyes, John M. Norris, C. H. Olmstead, Orleans Trust Company, E. C. Parker, William S. Palmer, A. D. Paige, Howard S. Paine, Sarah Potter Paine, Louisa J. Prescott, Julius E. Prescott, Harriet M. Perry, Sarah A. Perkins, Curtiss H. Pettit, Anna M. Penniman, Willie E. Prescott, John H. Peckett, Charles P. Peret, Pennsylvania Company for Insurance on Lives and Granting Annuities, Trustee for Mary Anna Gazzam under Will of John G. Reading, Deceased; F. T. Perkins, Geo. H. Perkins, Mary K. Perot,
48 Charles W. Pickering, Geo. A. Pillsbury, The Philadelphia Trust, Safe Deposit and Insurance Company, Trustee for Mary Anna Gazzam under Will of John G. Reading, Deceased; Edward G. Pittman, W. N. Potter, C. A. Prouty, James H. Porter, Charles H. Raney, Walter A. Read, Caleb S. Ridgway, A. J. Richardson, Samuel Ricker, Mary A. Ripley, Geo. C. Ripley, Catharine F. K. Rix, Abram T. Rose, Homer E. Royce, Hiram S. Rogers, Robert M. Roive, Franklin B. Rogers, Nancy B. Rose, Abigail Rodman, William H. Rowe, Mrs. J. R. Roblin, Florence P. Robinson, Charles W. Ruiter, Chas. H. Sprague, Trustee; J. Bunford Samuel, Mary J. Sanborn, Joel F. Sanborn, Mrs. N. C. Sanborn, W. J. Stanton, Jr.; Walter S. Shaefer, Charles M. Swain, Hettie T. Sprague, Henry S. Sprague, Samuel S. Sprague, John Stanton, Wesley Sargent, Minnie E. Stenson, Geo. W. B. Snell, Mary E. Shed, Anna K. Sheldon, Wm. B. Stevens, Henry Smilee, Nellie S. Baker Smith, Walter P. Smith, Susan H. Smith, Mary L. Smith, Isaac B. Smith, Fred E. Smith, William J. Simmons, James F. Shipman, J. Elliot Smith, Charles J. Shoemaker, Carrie M. Story, A. C. Stocking, Jos. C. Snow, Melanie M. Stussy, Thomas Stuart, Elbra S. Taggart, A. P. Taft, E. D. Thayer, Charles S. Tanner, James M. Tyler, Almira O. Titus, J. O. Tilton, Jeremiah D. Tilton, Jno. O. Tilton, Stephen H. Tilden, H. J. Towne, Geo. R. Thompson, Martha Towle, George Towle, Walter V. Towle, Mrs. Geo. Towle, Payson Tucker, Richard Tull, L. A. Tuxbury, George Turner, Cyrus Underwood, Edwin Underwood, Geo. M. Vail, Charles T. Walker, Mary L. Watson, Samuel W. Wray, Mary E. Ward, Geo. Wagg, W. D. Washburn, Alfred E. Watson, Josiah A. Wait, R. C. Waite, Charles W. West, Edward G. West, Albert B. Weimer, Rebecca H. Weld, Gardner Wetherby, Oren Westcott, H. T. Wetherby, Henry L. Wetherby, E. M. Weston, Charles F. Wignall, J. F. Wright, Sara C. Wilkes, Austin Wright, Charles H. Wilson, Squires J. Wilson, Calvin Wilcox, Alpheus Wilt, Mary Wilt, Helen G. Williamson, S. L. Wiswell, Florence Wilson, D. Q. Woodruff, Irving S. Woodruff, Horace N. Woodruff, Rawson L. Wood, B. W. Woodward, H. E. and D. Q. Woodruff, William J.

Wyley, W. A. Wheeler, and Northwestern Guaranty Loan Company, Defendants.

49 This action having been placed upon the general term calendar of this court for trial, came on for hearing before the court, without a jury, on this 9th day of July, A. D. 1895; and it appearing to the court that the defendants, Northwestern Guaranty Loan Company and Minneapolis Trust Company, as receiver of the Northwestern Guaranty Loan Company, William D. Washburn; Thomas Lowry; W. S. Streeter, trustee; W. S. Streeter, individually; Benjamin S. Benton; F. R. Chase; Wm. G. Crocker; N. Stanton Coffin; Carrie L. Dean; Alfred J. Dean; Elizabeth Dean; William E. Dean; Geo. F. Dean; L. Fletcher & Co.; H. F. Lillibridge; John M. Norris; Curtis H. Pettit; Geo. A. Pillsbury; Geo. C. Ripley and Florence P. Robinson, were at the time of the commencement of this action, and now are residents of the State of Minnesota, and were all personally served with the summons in this action more than six months prior to the time when said action was placed for trial upon the said calendar of this court; and that the said defendants, Wm. D. Washburn, Thomas Lowry, Carrie L. Dean, Alfred J. Dean, Elizabeth Dean, Wm. E. Dean, Fred W. Dean, Geo. F. Dean, H. F. Lillibridge, John M. Norris. Geo. C. Ripley, have duly answered the complaint in this action, and that the other defendants, Northwestern Guaranty Loan Company and Minneapolis Trust Company, as receiver of the Northwestern Guaranty Loan Company, W. S. Streeter, trustee, W. S. Streeter, individually, Benjamin S. Benton, F. R. Chase, Wm. G. Crocker, N. Stanton Coffin, L. Fletcher & Co., Curtis H. Pettit, Geo. A. Pillsbury, and Florence P. Robinson, have not answered or demurred to said complaint, but are in default, and are so declared to be; it also appearing to the court that since the commencement of this action the defendant, H. F. Lillibridge, has become deceased, and that by an order of the court, duly and properly made herein, Cynthia A. Lillibridge administratrix of his estate, has been substituted as defendant herein in the place of said H. F. Lillibridge, deceased, and as such administratrix, and in pursuance of said order, has duly appeared and filed an answer herein, and appeared by her counsel in the trial of this case; the other defendants, so as aforesaid answering said complaint, duly appeared by their respective counsel upon the trial of this case and took part therein; it also appearing to the court that on the 4th day of January, A. D. 1894, an order was made herein, in pursuance of section 5911, chapter 76 of the General Statutes of 1894, requiring notice to be published, once in each week for six successive weeks, in the Register, a newspaper printed and published in said Hennepin county and State of Minnesota, and that the order should be considered as the notice and when so published should in all things be deemed sufficient notice to all of said creditors, and said order required that all creditors of the above-named defendant, Northwestern Guaranty Loan Company, be required, within six months after the first publication of the order, to exhibit their claims against the said defendant, Northwestern Guaranty Loan Company, and become

parties to this action, and in default thereof they be precluded and debarred from all benefits of the judgment which should be rendered in this action, and from any distribution which should be made under or upon said judgment, and said order also required that said claims should be exhibited by delivering to the clerk of said district court, at his office at the court-house in the city of Minneapolis, in said county, verified complaints entitled in this action, setting out a brief description of said claims, and all said complaints so delivered to said clerk, should be filed by him in this action, and said order also provided that any of the parties to this action, and any of the creditors of said defendant, or if a re-
50 ceiver should be appointed herein, said receiver might within any time within twenty days thereafter, by a duly verified answer interpose objections to the allowance of any claims so exhibited, which said answer should be delivered to the said clerk and filed by him in his said office, and a copy of the same to be served by the party so answering upon the attorney for the claimant, whose claims should be so objected to; and it duly appearing to the court upon the trial of this action that said order had been duly and legally published as required thereby, the first publication being made on the 6th day of January, A. D. 1894, and continuously once in each week thereafter for six successive weeks; and it also appearing to the court that in pursuance of the order, so as aforesaid made and published, a large number of the creditors of the defendant, Northwestern Guaranty Loan Company, about eight hundred in all, appeared in this action, and filed their complaints as required by said order, and that no objections, answers or demurrers to said complaint have been made or interposed; that the aggregate of said claims amount to about two million five hundred and forty-three thousand six hundred and eighty-nine and $\frac{29}{100}$ dollars ($2,543,689.29); most of the parties so intervening and filing said complaints appeared upon the trial of this action by their respective counsel and took part in the trial thereof. The court then proceeded to the trial and determination of the issues in said action; W. E. Hale, Esq., appearing as counsel for the plaintiff herein, and after hearing the evidence introduced in said action, and after hearing counsel for the various parties herein, and the case having been submitted to the court for its determination upon the evidence introduced, and the court now being fully advised as to a part of the matters and things in issue in said action, finds as conclusions of law and fact, as follows:

As Findings of Fact.

That the defendant, Northwestern Guaranty Loan Company, now is, and during all the time since the 1st day of May, A. D. 1884, has continued to be, a corporation duly organized under and pursuant to title two of chapter thirty-four, of the General Statutes of 1878, of the State of Minnesota, and the amendments thereto; that a copy of the articles of incorporation adopted by said Northwestern Guaranty Loan Company at the time it was so incorporated, and under which

it continued to act, is attached to the complaint in this action, marked "Exhibit A."

That on the 5th day of August, 1884, and on the 27th day of January, 1888, said articles of incorporation were duly amended as alleged in said complaint.

That said defendant, Minneapolis Trust Company, now is, and for several years prior to the time of the commencement of this action had continued to be, a corporation duly organized under and pursuant to the general laws of the State of Minnesota, and as such said corporation duly authorized and empowered to act as receiver, or assignee, in insolvency proceedings under the law relating to insolvent debtors and insolvency proceedings in this State.

That on the 20th day of May, 1893, said defendant, Northwestern Guaranty Loan Company, was, and now is, insolvent; that in insolvency proceedings pending in this court, on said 20th day of May, 1893, said Northwestern Guaranty Loan Company was duly adjudged by the district court of the fourth judicial district, in and for the county of Hennepin and State of Minnesota, to be insolvent; and under and pursuant to the general laws of the State of Minnesota, relating to assignments and insolvency proceedings for
51 the benefit of creditors, and for the appointment of receivers, said Minneapolis Trust Company was duly appointed the receiver of said Northwestern Guaranty Loan Company; that a true copy of the order making such appointment is attached to the complaint herein, marked "Exhibit B."

That thereafter, and on the said 20th day of May, 1893, said Minneapolis Trust Company accepted the appointment of said receivership, duly qualified and entered upon its duties as such said receiver, has ever since continued to be, and now is, such said receiver.

That as such receiver of the insolvent Northwestern Guaranty Loan Company, said Minneapolis Trust Company, immediately, after it had accepted the trust as aforesaid, and duly qualified as such said receiver, took possession of and still holds all the property and effects in any way theretofore belonging to said Northwestern Guaranty Loan Company; that said Minneapolis Trust Company as such said receiver is joined as a party defendant to this action, by leave of said district court first had and obtained, and that by the order of said district court, in and for said Hennepin county, leave has been duly given and granted the plaintiff to commence an action against the Minneapolis Trust Company, as such receiver of the Northwestern Guaranty Loan Company.

That said defendants, Montana Trust Company, and Helena Trust Company, now are, and for more than one year prior to the time of the appointment of said Minneapolis Trust Company as receiver, have continued to be, corporations duly organized and existing under and by virtue of the laws of the State of Montana.

That said defendants, The Capital Fire Insurance Company, The Underwriters' Association, Keene Guaranty Savings Bank, and Manufacturers' and Merchants' Mutual Insurance Company, now are corporations duly organized and existing under and by virtue of the laws of the State of New Hampshire.

That said defendants, Freewill Baptist Printing Establishment, The Freewill Baptist Education Society, The Freewill Baptist Foreign Missionary Society, now are, and during all the time mentioned in said complaint, have continued to be, corporations duly organized and existing under and pursuant to the laws of the State of Massachusetts.

That said defendants, The Granite Savings Bank and Trust Company, and Orleans Trust Company, now are, during all the time mentioned in said complaint, have continued to be, corporations duly organized and existing under and pursuant to the laws of the State of Vermont.

That said defendant, The Galveston Trust Company, now is, and during all the time mentioned in said complaint, has continued to be, a corporation duly organized and existing under and pursuant to the laws of the State of Texas.

That said defendants, Loren Fletcher and Charles M. Loring, now are, and during all the time mentioned in said complaint, have continued to be partners in business, under the firm name of L. Fletcher & Co.

That on the 3d day of October, 1893, in an action then pending in the supreme court, of the State of Minnesota, between L. Kimball Printing Company, respondent, and Northwestern Guaranty Loan Company, appellant, a judgment was duly obtained and entered by and in favor of said L. Kimball Printing Company, and against said Northwestern Guaranty Loan Company, for the sum of forty-six dollars ($46), as the costs and disbursements of said respondent, in said supreme court, in said action.

52 That thereafter and on the 18th day of October, 1893, a transcript of said judgment was duly filed and docketed in the office of the clerk, of the district court, in and for Hennepin county, Minnesota.

That thereafter and on the 18th day of October, 1893, such proceedings were further duly had in said supreme court, that a writ of execution was on said judgment duly issued out of and under the seal of said supreme court, in the usual form, and on the same day, delivered to the sheriff of Hennepin county, whereby said sheriff was commanded to satisfy said judgment out of any property of said Northwestern Guaranty Loan Company, within his said county, not exempt by law.

That thereafter and on the same day, said sheriff duly returned said writ of execution wholly unsatisfied.

That prior to the commencement of this action, and on the 18th day of October, 1893, said judgment for forty-six dollars ($46) aforesaid, was duly assigned to said plaintiff, Arthur R. Rogers, for a valuable consideration, by said L. Kimball Printing Company, and said assignment was duly filed in the office of the clerk of said district court, on the 18th day of October, 1893.

That said plaintiff then became, has ever since continued to be, and now is the owner of said judgment, and that no part of the same has ever been paid or satisfied.

That said Northwestern Guaranty Loan Company, was, at the

time of the entry of said judgment in said supreme court of the State of Minnesota, and at the time of docketing the same in the district court, in and for said Hennepin county, ever since has been, and now is, wholly and hopelessly insolvent, and has no property or means of any kind whatsoever, which may be levied upon or attached, or which may be reached by any writ, order or process of this court, or otherwise, and from which said judgment might have been or may now be satisfied, either in whole or in part; and that said defendant, Northwestern Guaranty Loan Company, has no property or assets whatsoever, but that all the property and assets of every kind and nature heretofore owned by said defendant, Northwestern Guaranty Loan Company, are now in the hands of the Minneapolis Trust Company, as receiver, aforesaid, of the Northwestern Guaranty Loan Company; and that the real value of the said assets cannot now be definitely determined upon the trial of this action.

That the capital stock of said Northwestern Guaranty Loan Company, according to said articles of incorporation was two million dollars, which was divided into twenty thousand shares of one hundred dollars each. One and a quarter millions of dollars of said stock was subscribed for and issued prior to the time of the appointment of the Minneapolis Trust Company as receiver of the Northwestern Guaranty Loan Company, to wit, on the 20th day of May, 1893; and that no more than this amount of said capital stock was ever issued by said Northwestern Guaranty Loan Company. That the following-named persons, defendants in this action, now are, were at the time of the appointment of said receiver, and ever since have continued to be, stockholders of said Northwestern Guaranty Loan Company, and now own, and during all the time aforesaid have continued to own, the number of shares of capital stock of said corporation of the par value set opposite their respective names, as follows, that is to say:

53 Name.	Amount of stock.	Name.	Amount of stock.
Menage & Streeter, trustees	$4,600.	W. S. Allis, trustee	$200.
Louis F. Menage	230,800.	Mrs. E. L. Ainsley	500.
W. S. Streeter	2,000.	Edward P. Allinson	1,500.
Edwin A. Norton	120,000.	Gertrude Allinson	2,500.
J. M. Addeman, trustee	10,000.	L. F. Aldrich	2,000.
Walter C. Rodman	3,900.	Willis R. Armstrong	1,500.
Montana Trust Company	94,200.	Lewis W. Anthony	4,000.
H. C. Hardon	17,000.	O. H. Austin	1,500.
Geo. Kiernan	500.	W. H. Blaisdell	1,000.
H. W. Allen	900.	Addie P. Baker	1,800.
Cyrus J. Anderson	5,000.	C. H. Bailey	3,000.
Loren C. Ayer	400.	Geo. Brainerd	500.
Wm. Andrews, 2nd administrator of estate of William F. Andrews	5,000.	Geo. P. Blair	1,000.
		Nettie A. Bassett	700.
Elizabeth S. Allen	500.	E. Baldwin	3,000.
Geo. E. Ashley	500.	H. T. Baldwin	500.
F. E. Alfred	300.	Ellen Baldwin	1,500.
Ella J. Ackley	300.	B. W. Braley	500.
D. R. Allison	200.	A. P. Braley	500.
W. S. Allis	200.	Henry Ballard	500.
		F. W. Ballard	1,000.

Name.	Amount of stock.
Geo. H. Bartlett	$500.
Adeline W. Bachelder	10,000.
Lydia R. Bartlett	500.
E. C. Blanchard	300.
Geo. H. Bartlett	500.
Cornelia W. Ball	500.
Elizabeth V. Bailey	400.
E. K. Baxter	2,000.
Estate of William Breck	1,000.
K. A. Benedict	2,000.
Ben. S. Benton	2,000.
Mrs. Lauraette Bingham	300.
William R. Bridges	500.
Addie I. Bibber	1,700.
Reed B. Bontecou	2,500.
W. A. Brooks	500.
James W. Brock	1,000.
Allison Brown	1,000.
Fred A. Brown	500.
Elizabeth J. Brown	2,000.
Samuel N. Brown	1,500.
A. A. Brooks	500.
William Burnham	2,000.
Fannie B. Buckminster	200.
Gates B. Bullard	300.
Albert F. Burdett	1,000.
Geo. Burnham, Jr.	2,000.
Joseph A. Budlong	5,000.
Geo. A. Buffum	2,000.
Frank H. Clark	500.
The Capital Fire Insurance Company	1,000.
Mary E. Carpenter	500.
Harvey Carpenter	1,000.
Mrs. S. E. Caswell	500.
Frank B. Carr	400.
Maria P. Clark	800.
William H. Clark	2,500.
Isabell H. Charlton	400.
James Clark	1,000.
Helen M. Clark	1,300.
F. R. Chase	16,000.
James Caird	700.
James H. Carpenter	1,600.
H. Maria Capron	1,000.
Albert L. Calder	10,000.
Silas Carey	1,000.
James B. Case	5,000.
Ellis Clark	800.
William P. Chamberlain	1,000.
Mary E. Carpenter	600.
E. A. Chittenden	300.
W. A. Childs	800.
Daniel Coffrin	500
Ellis M. Coe	2,500.
Charles Cobb	1,700.
John H. Converse	6,500.
David Coe	1,000.
Mrs. A. A. Coe	600.
54 Charles H. Cross	1,000.
L. Bart Cross	1,000.
Ira Colby	600.
F. H. Colby	1,000.
William H. Cook	200.
William G. Crocker	13,100.

Name.	Amount of stock.
Hezekiah Conant	$5,000.
N. Stanton Coffin	1,000.
Elizabeth M. Colt	1,000.
Geo. W. Cornell	1,000.
James M. Crowell	3,000.
Mrs. K. R. Leverett Cushman.	800.
Henry L. Cushman	2,000.
J. Jay Dana	1,300.
S. W. Dana	1,400.
Elmer A. Darling	5,000.
A. B. Darling	5,000.
Wilbur P. Davis	200.
William L. Damon	500.
Edwin Davis	300.
Carrie L. Dean	2,500.
Alfred J. Dean	6,200.
Jane V. Delano	700.
John W. Dean	800.
W. S. Dewey	1,000.
J. J. Dewey	1,000.
D. C. Dennison	500.
Elizabeth Dean	200.
William E. Dean	200.
Fred W. Dean	200.
George F. Dean	200.
J. E. Dickerman	1,000.
J. E. Dwinnell	500.
Lucy F. Dillaway	500.
Clara E. Dickson	500.
William M. Dickson	700.
John C. Dickson	1,000.
H. L. Dickerman	500.
Walter Dole	500.
O. G. Dort	1,000.
Oliver H. Durrell	2,000.
Sophia G. Durrell	500.
Geo. B. Davis and Phil. T. Walker, executors	500.
J. L. Edwards	1,500.
Nancy J. Elms	300.
Jacob Edwards	5,000.
W. T. Emerson, guardian	500.
Estate of Stephen Emigh	10,000.
Thomas Fairbrother	4,000.
Mrs. William P. Fairbanks	3,000.
Edward T. Fairbanks	2,500.
William P. Fairbanks	1,500.
Francis A. Fales	5,000.
Mrs. O. F. Fassett	3,000.
Amasa Fairbrother	1,800.
Myron Fairbrother	1,700.
Freewill Baptist Printing Establishment	2,000.
The Freewill Baptist Education Society	1,600.
L. Fletcher & Co	1,000.
Anna T. Fernald	600.
E. N. Fernald, guardian	800.
The Freewill Baptist Foreign Missionary Society	1,000.
A. Clark Fellows	3,000.
Eustace W. Fisher, executor	3,000.
The Fire Underwriters' Association	500.
Mary F. Field	1,000.

Name.	Amount of stock.
Edwin P. Fisher	$100.
Isadora C. W. Fisher	500.
Launcelot Foster	200.
De Forest Fox	7,500.
Mrs. H. E. Folsom	200.
W. H. Ford	200.
H. R. Flower	1,300.
Sophia Flower	300.
Rufus S. Frost	1,000.
Albert G. Flower	500.
Geo. B. Ford	500.
J. M. Foss	5,000.
Marietta A. Ford	300.
Lucyett Fowler	1,700.
The Galveston Trust Company	11,000.
Joseph M. Gazzam	5,000.
Z. Herbert Gardner	2,500.
William C. Gage	200.
The Granite Savings Bank and Trust Company	2,000.
Nelson M. Gay	1,000.
Henry D. Gregory	1,500.
Geo. B. Greenslet	1,000.
Dascom Green	1,000.
J. McGregor Gibb	5,000.
H. H. Gilson	500.
E. H. Goodhue	1,000.
Timothy M. Griffing	500.
55 David A. Gorton	1,000.
Emiline F. Godfrey	300.
Edward H. Gourley	400.
E. Hiram Goodhue	500.
Ellen M. Goodhue	500.
J. E. Goodrich	2,000.
Egbert Guernsey	2,000.
Fitzedward Hall	6,500.
Henry R. Halloway	100.
Emma E. Haman	300.
W. H. Harrison, agent	1,000.
William Hacker	2,500.
Henry Haines	1,000.
Estate of Mrs. Caroline B. Hadley	1,500.
Perley F. Hazen	1,000.
R. W. Hardon	100.
James R. Hall	1,000.
Mabel Hall	200.
Annie R. Hahn	2,500.
Fred S. Hall	1,000.
Earl P. Hawes	700.
Jo. D. Hatch	600.
Amy F. Hall, administratrix	500.
Mrs. E. L. Hatch	500.
Samuel A. Hendrickson	5,000.
Helena Trust Company	13,700.
Ernst Hitz	100.
William Higgins	500.
Julia C. Higgins	500.
Edmund F. Higgins	1,500.
Alfred K. Hills	1,500.
Benjamin Hinman	1,000.
James A. Hilliker	30,000.
Salmon P. Hibbard	1,000.
Hadley F. Higgins	1,000.
Clara Y. Hitchcock	800.
H. A. Hitchcock	1,000.
Geo. M. Howe	1,500.
Alex. Holmes	1,500.
Caroline Holmes	500.
O. O. Howard	200.
Grace R. Houghton	1,000.
S. Frank Holley	400.
C. P. Hogan	500.
Henry C. Howe	1,000.
J. W. Hobart	2,000.
C. T. A. Humphrey	8,000.
Thomas L. Hutchins	1,200.
John H. Husted	5,000.
Melancie E. Hutchins	700.
Harry M. Hutchins	800.
Sterns Hutchins	2,000.
Ruhamah P. Inman	2,000.
Charles E. Jackman	200.
Stephen M. Jaquith	300.
C. H. Jones	7,000.
Geo. E. Johnson	400.
Anna Warner Johnson	500.
C. H. Joslyn	1,000.
Peter Joslyn	500.
Keene Guaranty Savings Bank	5,000.
F. L. Keay	5,000.
Mary G. Kenny	2,500.
Charles W. Wing	500.
Robert R. Kimball	500.
J. E Kimball	2,500.
James M. Kimball	2,300.
William B Kimball	500.
Laura B. Kimball	700.
Mrs. Geo. Kiernan	200.
Rudolph Koradi	200.
Marie Landon	500.
Henry S. Lawrence	2,000.
Lucia D. Lane	500.
Mary C. Lawrence, P. J. Farrell, administrators estate of H. S. Lawrence	500.
Martha H. Leverett	300.
A. T. Leach	300.
C. N. Leonard	200.
J. Bertram Lippincott	2,000.
Geo. L. Littlefield	2,500.
H. F. Lillibridge	3,000.
Thomas Lowry	10,000.
Frank W. Lobdell	1,000.
Manufacturers & Merchants' Mutual Ins. Co	1,000.
Effingham Maynard	4,000.
C. H. Manchester	200.
Smith D. Mackey	2,000.
John Mason	300.
Fannie H. Maynard	2,500.
Emma L. Maynard	600.
Drusilla H. Manson	2,500.
F. S. MacKenzie	5,000.
Eliz. S. Manchester	500.
Mary E. Marks	200.
B. H. Marshall	1,500.
56 Frank A. Merrill	500.

Name.	Amount of stock.
Amanda A. Menage	$100.
Bessie M. Menage	100.
Edwin F. Morse	2,000.
Helen Morse	800.
H. M. Moore	1,000.
Geo. A. Morse	700.
Charles H. Morse	1,000.
Martha J. Morse	1,000.
Bessie Owens Morse	500.
Charles C. Mumford	500.
E. B. Mulford	100.
Thomas S. McLam	1,000.
Estate of Mrs. E. McLeod	500.
Mrs. A. H. McLeod	100.
Maud E. McLeod	100.
James E. McDowell	2,000.
William McFarland	500.
Owen F. McCabe	500.
Margaret E. McLaren	300.
Lucia E. McNeil	500.
Charles J. McKenzie	5,000.
Nettie L. Nay	300.
B. M. R. Nelson	1,000.
Nath. F. Nye	1,000.
Philip H. Neher	7,500.
Neher & Carpenter	2,600.
Mrs. J. W. Nickerson	500.
L. P. Norton	1,000.
William H. Noyes	1,000.
C. H. Olmstead	2,000.
Orleans Trust Company	10,000.
E. G. Parker	3,000.
William S. Parmer	400.
A. D. Paige	600.
Howard S. Paine	1,000.
Sarah Potter Paine	1,000.
Louisa J. Prescott	300.
Julius E. Prescott	500.
Harriet M. Perry	100.
Sarah A. Perkins	1,000.
Curtis H. Pettit	1,000.
Anna M. Penniman	500.
Willie E. Prescott	200.
John B. Peckett	2,000.
Charles P. Perot	1,200.
Penn. Co. for Ins. on Lives and Granting Annuities, trustee for Mary Anna Gazzam, under will of John G. Reading, deceased	5,000.
F. T. Perkins	1,200.
George H. Perkins	500.
Mary K. Perot	500.
Charles W. Pickering	300.
George A. Pillsbury	4,000.
The Philadelphia Trust, Safe Deposit and Ins. Co., trustee for Mary Anna Gazzam, under will of John G. Reading, deceased	5,000.
Edward G. Pittman	1,500.
W. N. Potter	1,000.
C. A. Prouty	2,000.
James H. Porter	1,000.
Charles H. Ranney	$1,300.
Walter A. Read	5,000.
Caleb S. Ridgeway	1,000.
A. J. Richardson	2,000.
Samuel Ricker	1,000.
Mary A. Ripley	2,200.
Geo. C. Ripley	1,000.
Catherine F. K. Rix	2,500.
Abram T. Rose	1,000.
Homer E. Royce	2,000.
Hiram S. Rogers	600.
Robert M. Rowe	500.
Franklin B. Rogers	800.
Nancy B. Rose	200.
Abigail Rodman	300.
William H. Rowe	1,000.
Mrs. J. R. Roblin	500.
Florence P. Robinson	1,000.
Charles W. Ruiter	200.
Charles H. Sprague, trustee	1,000.
J. Bunford Samuel	2,000.
Mary J. Sanborn	1,000.
Joel F. Sanborn	1,000.
Mrs. N. C. Sanborn	2,000.
W. J. Stanton, Jr	500.
Walter R. Schaefer	200.
Charles M. Swain	1,000.
Hettie T. Sprague	1,100.
Henry S. Sprague	1,000.
Samuel S. Sprague	1,000.
John Stanton	1,500.
Wesley Sargent	2,000.
Minnie E. Stenson	500.
Geo. W. B. Snell	100.
57 Mary E. Shed	1,000.
Anna K. Sheldon	1,000.
William B. Stevens	500.
Henry Smilee	2,000.
Nellie S. Baker Smith	2,000.
Walter P. Smith	500.
Susan H. Smith	500.
Mary L. Smith	500.
Isaac B. Smith	1,000.
Fred E. Smith	500.
William J. Simmons	3,000.
James F. Shipman	200.
J. Elliott Smith	1,000.
Charles J. Shoemaker	100.
Carrie M. Story	1,500.
A. C. Stockin	300.
Jos. C. Snow	3,000.
Melanie M. Stussy	900.
Thomas Stewart	2,500.
Elbra S. Taggart	1,500.
A. P. Taft	1,000.
E. D. Thayer	1,000.
Charles S. Tanner	500.
James M. Tyler	500.
Elmira O. Titus	2,300.
J. O. Tilton	500.
Jeremiah D. Tilton	1,000.
Jno. C. Tilton	100.
Stephen H. Tilden	800.
H. J. Town	900.

Name.	Amount of stock.	Name.	Amount of stock.
Geo. R. Thompson	$300.	Rebecca H. Weld	$1,000.
William Toothe	2,500.	Gardner Wetherbee	5,000.
Mrs. A. G. Thompson	200.	Oren Westcott	1,000.
Martha Towle	500.	H. F. Wetherby	1,000.
Geo. Towle	500.	Henry L. Wetherby	800.
Walter V. Towle	100.	E. M. Weston	200.
Mrs. Geo. Towle	200.	Charles F. Wignall	500.
Payson Tucker	2,500.	J. F. Wright	2,000.
Richard Tull	300.	Sara C. Wilkes	400.
L. A. Tuxbury	1,000.	Austin Wright	100.
Geo. Turner	1,000.	Charles H. Wilson	1,000.
Cyrus Underwood	7,600.	Squires J. Wilson	400.
Edwin Underwood	30 000.	Calvin Wilcox	1,000.
Geo. M. Vail	200.	Alpheus Wilt	2,000.
Charles T. Walter	100.	Mary Wilt	2,000.
Mary L. Watson	1,000.	Helen G. Williamson	1,000.
Samuel W. Wray	2,000.	Mrs. S. L. Wiswill	500.
Mary E. Ward	2,500.	Florence Wilson	1,000.
Geo. W. Wagg	2,500.	Mrs. D. Q. Woodruff	100.
W. D. Washburn	1,000.	Irving S. Woodruff	100.
Alfred E. Watson	1,000.	Horace N. Woodruff	100.
Josiah A. Wait	3,000.	Rawson L. Wood	2,000.
R. C. Waite	500.	B. W. Woodard	2,000.
Charles W. West	2,000.	H. E. and D. Q. Woodruff	2,000.
Edward G. West	2,000.	William J. Wyley	500.
Albert B. Weimer	100.	W. A. Wheeler	500.

None of the defendants named in the title of this case, except those heretofore named as served with the summons in the action, have been served, nor have they appeared or taken part in any of these proceedings. They are all non-residents of this State and have continued to be since the commencement of this action.

Seven or eight hundred creditors of the Northwestern Guaranty Loan Company have filed intervening complaints herein set-
58 ting up their claim against said Northwestern Guaranty Loan Company; their claims amount to about $2,543,689.29, but the exact amount which should be allowed each person cannot now be ascertained, nor can the exact value of the assets now in the hands of the Minneapolis Trust Company, as receiver of the Northwestern Guaranty Loan Company, be ascertained.

As Conclusions of Law.

The following-named defendants, as stockholders of said Northwestern Guaranty Loan Company, and over whom this court has jurisdiction are liable to the extent of the par value of the amount of stock as aforesaid owned and held by them, for the debts of said company, existing at the time of the appointment of said receiver, to wit, May 20th, 1893, after deducting the value of the assets now in the hands of said receiver, which value shall be ascertained by the court upon the further hearing of this action:

William D. Washburn; Thomas Lowry; W. S. Streeter, trustee; W. S. Streeter, individually; Benjamin S. Benton; F. R. Chase; Wm. G. Crocker; N. Stanton Coffin; Carrie L. Dean; Alfred J. Dean; Elizabeth Dean; William E. Dean; Geo. F. Dean; L.

Fletcher & Co.; H. F. Lillibridge; Curtiss H. Pettit; Geo. A. Pillsbury; Geo. C. Ripley and Florence P. Robinson.

The defendant, John M. Norris, is not and never was the owner or holder in fact of any stock owned by said Northwestern Guaranty Loan Company, but the stock alleged in the complaint to have been owned by him was in fact owned by the defendant, Louis F. Menage.

It is therefore ordered that the further hearing of this action be and the same is hereby continued to the next general term of this court, for the purpose of determining the amount of claims to be allowed herein against said Northwestern Guaranty Loan Company; also the value of the assets now in the hands of said receiver, and the exact liability of said defendant stockholders who have been served as aforesaid in this action. And for such other and further relief as may seem fit and proper. It is further ordered that a receiver be appointed herein upon five days' notice to the parties appearing in this action.

By the court,

CHARLES B. ELLIOTT, *Judge.*

Endorsed: Filed March 27, 1896. C. N. Dickey, clerk. By H. E. Johnson, deputy.

59 STATE OF MINNESOTA, }
County of Hennepin. }

District Court, Fourth Judicial District.

ARTHUR R. ROGERS, Plaintiff,
vs.
THE MINNEAPOLIS TRUST COMPANY, as Receiver of the Northwestern Guaranty Loan Company, *et als.*, Defendants.

The above-entitled action was duly brought on for hearing before this court at the general term, on the 9th day of July, 1895, and the court, having duly considered the same, made and filed its findings of fact and conclusions of law therein, wherein and whereby it was, amongst others, ordered that the further hearing of said action be continued for the purpose of determining the amount of claims to be allowed herein against said Northwestern Guaranty Loan Company, also the value of the assets in the hands of the receiver of said company; the exact liability of the defendant stockholders who had been served therein, and for such other and further relief as might seem fit and proper.

The court further made and filed its order, appointing and designating E. A. Montgomery, Esq., as referee, to classify and report all and several the claims proven in said action, together with the objections, if any, to all or any thereof, which said report has, in conformity to said order, been made and filed herein.

Pursuant to the order of continuance aforesaid, said cause came duly on for hearing at the general term of this court, before the Honorable C. B. Elliott, judge, on the 15th day of January, 1897,

upon application by the above-named plaintiff and interveners for a final decree, adjudging the amounts said plaintiff and interveners are respectively entitled to recover against said Northwestern Guaranty Loan Company, and ascertaining and fixing the amount of the liability of the several stockholder defendants, within the jurisdiction of this court, and for judgment against each thereof for the amount so ascertained, together with such further relief as might seem fit and proper in the premises.

W. E. Hale, Esq., appeared in behalf of the plaintiff and various of said interveners appeared by their respective counsel. No appearance was made by or on behalf of said defendents or any of them. The court having proceeded to hear the evidence adduced and having duly considered the same, finds therefrom, in addition to the findings heretofore made and filed herein, as follows:

I.

Findings of Fact.

That the allegations of the several intervening complaints filed herein are true.

60 II.

That the above-named defendant, Northwestern Guaranty Loan Company, on the 17th day of May, 1893, was and still is, indebted to the above-named plaintiff and the several interveners hereinafter specifically mentioned, in the sum of two million, five hundred and forty-three thousand, six hundred and eighty-nine and $\frac{29}{100}$ dollars ($2,543,689.29), according to and as fully set forth in Schedule "A" hereto attached and hereby made a part hereof, the same as though fully incorporated herein.

III.

That the total aggregate value of the assets, money or properties, including herein the entire assets of the said defendant, Northwestern Guaranty Loan Company, held by the said Minneapolis Trust Company, as receiver of said Northwestern Guaranty Loan Company, and any and all properties, moneys or funds held in trust or otherwise, applicable to the payment of the above indebtedness, is four hundred and forty thousand dollars and no more.

IV.

That the aggregate par value of all issued and outstanding stock of the defendant corporation, Northwestern Guaranty Loan Company, owned and held by the defendant in this action at the time of the appointment of the said Minneapolis Trust Company as receiver of the said Northwestern Guaranty Loan Company, as heretofore referred to and found in former findings, is one and a quarter million dollars, which is eight hundred & fifty-three thousand six hundred & eighty-nine & $\frac{28}{100}$ dollars ($853,689.28) less than the balance of

the indebtedness of said Northwestern Guaranty Loan Company, after deducting the value of the assets which might be applied toward the payment thereof.

As Conclusions of Law.

The court finds that plaintiff and the intervening creditors mentioned in Schedule "A" and attached to the findings of fact herein are entitled to judgment, adjudging and decreeing.

First. That there is due from said defendant, Northwestern Guaranty Loan Company to the plaintiff herein the sum of forty-six dollars, with interest thereon at the rate of seven per cent. per annum from the 3rd day of October, 1893.

Second. That there is due from said defendant, Northwestern Guaranty Loan Company, to each of said intervening plaintiffs herein the sum set opposite his, her or its name in said Schedule "A" hereto attached, together with interest thereon at the rate and from the time in said schedule set forth.

Third. That said plaintiff and said intervening creditors recover from each of the following-named persons, stockholders in said defendant Northwestern Guaranty Loan Company, the amount set opposite his, her or their name, respectively, as follows, to wit:

William D. Washburn	$1,000.00
Florence P. Robinson	1,000.00
61 George C. Ripley	1,000.00
George A. Pillsbury	4,000.00
Curtiss H. Pettit	1,000.00
Thomas Lowry	10,000.00
Cynthia A. Lillibridge, as executrix of the estate of H. F. Lillibridge, deceased	3,000.00
L. Fletcher & Co	1,000.00
George F. Dean	200.00
Fred W. Dean	200.00
William E. Dean	200.00
Elizabeth Dean	200.00
Carrie L. Dean	2,500.00
Alfred J. Dean	6,200.00
N. Stanton Coffin	1,000.00
William G. Crocker	13,100.00
F. R. Chase	16,000.00
Benjamin S. Benton	2,000.00
William S. Streeter, trustee	4,600.00
William S. Streeter	2,000.00

Together with the costs and disbursements.

Fourth. That for the purpose of enforcing and collecting said judgments and all thereof and any and all liabilities thereon or in anywise connected therewith, and disbursing the amounts so collected, as hereinafter provided, William E. Hale be and hereby is appointed as receiver, and upon his qualifying as such and giving

and filing with this court a good and sufficient bond, to be approved by this court, in the amount of twenty-five ($25,000) thousand dollars, said receiver be, and hereby is, authorized, empowered and directed to take any and all appropriate or necessary steps or proceedings for the purpose of collecting said judgments, and all or any thereof, and to hold the moneys and funds so collected subject to the further order of this court in the premises.

Fifth. That execution upon all or any of said judgments shall, upon the application of said receiver, be issued in the name of the above-named plaintiff and that any and all funds thereon realized shall be paid to said receiver, to be held by him and disbursed by order of this court, as hereinbefore provided.

Sixth. That out of any amounts realized by said receiver herein there be allowed and paid by said receiver to E. A. Montgomery the referee heretofore mentioned, as and for his compensation and services as such referee, the sum of three hundred ($300.00) dollars.

Seventh. That out of any amounts realized by said receiver herein there be allowed and paid to the above-named plaintiff, as and for the costs and expense by him herein incurred, the sum of three hundred and thirty and $\frac{22}{100}$ ($330.22) dollars, and a reasonable fee to plaintiff's attorney herein, W. E. Hale, Esq., which is hereby fixed and allowed in the sum of twenty-five hundred ($2,500) dollars. which allowance shall include and cover any services performed by said W. E. Hale, as receiver herein, in the collection of the judgments herein ordered against the stockholder defendants residing within this State.

62 Eighth. That said receiver herein designated and appointed be, and hereby is, directed, authorized and empowered to take any and all necessary or appropriate steps or proceedings against the non-resident stockhholders of said defendant, Northwestern Guaranty Loan Company, against whom no personal judgment herein has been ordered, for the enforcement and realization upon their stockholders' liability, and to that end said receiver be and hereby is authorized, directed and empowered to institute and prosecute all such actions or proceedings in foreign jurisdictions as may be necessary or appropriate to this end.

Ninth. That this court retain jurisdiction of this cause until adjustment of all and several the rights and liabilities of the respective parties hereto.

Let judgment be entered accordingly.

Dated February 8th, 1897.

By the court,

CHARLES B. ELLIOTT, *Judge.*

63 SCHEDULE "A."

Name of creditor.	Amount.	Rate of int.	To be computed from.
A. C. Abbott	$100.	6 %	Feb. 1, 1893
Nancy W. Ashby	500.	"	" " "
Simon Allen	500.	"	Nov. " 1892
Trustees of Abington Lodge, K. of P.	700.	"	June 1, 1893
Geo. L. Ayers	500.	"	Dec. 1, 1892
Mary L. Austin	150.	"	Jan. 1, 1893
Jennie Ayers	100.	"	Dec. 1, 1892
Elvira E. Allen	460.	"	May 1, 1893
Harriet B. Ainsworth	200.	"	M'ch 1, 1893
J. B. Ackley	200.	"	April 1, 1893
"	400.	"	May 1, 1893
Abbie H. D. Baker	50.	"	Feb. 1, 1893
J. C. Blanchard	500.	"	Jan. 1, 1893
Christopher Burch	1,200.	"	Apr. 1, 1893
Abel Brown	500.	"	M'ch 1, 1893
" "	500.	"	Dec. 1, 1893
Livonia P. Burch	250.	"	Dec. 1, 1893
Fred F. Badger	100.	"	Oct. 1, 1892
Rhoda Barker	500.	"	Feb. 1, 1893
A. W. Benton	2,000.	"	May 1, 1893
A. W. Benton, executor	2,000.	"	M'ch 1, 1893
James D. Bennett	1,000.	"	Dec. 1, 1892
"	1,000.	"	Jan. 1, 1893
"	1,000.	"	May 1, 1893
"	500.	"	Feb. 1, 1893
Carrie L. Bell	1,000.	"	Dec. 1, 1892
Sarah R. Beatty	10,000.	"	Jan. 1, 1893
Sarah D. Brownell	300.	"	Jan. 1, 1893
Ida A. Blake	200.	"	Feb. 1, 1893
James Buxton	500.	"	Dec. 1, 1892
Allison O. Blake	400.	"	Jan. 1, 1893
"	300.	"	Jun. 1, 1893
W. J. Braiseth	6,000.	"	Feb. 1, 1893
Orrin R. Burdick	300.	"	Dec. 1, 1892
W. T. Baker	1,000.	"	Dec. 1, 1892
Abram Barker	400.	"	Apr. 1, 1893
Ella J. Booth	500.	"	Jan. " "
S. C. Bates	500.	"	Jan. " "
Geo. S. Breed and Caroline M. Breed	1,000.	"	M'ch " "
Jos. Bonneville	300.	"	Feb. " "
Janette W. Burton	50.	"	May " "
" "	100.	"	Jun. " "
Anna S. Brown	1,000.	"	Apr. " "
J. D. Brown	1,250.	"	Feb. " "
J. D. Brown	1,000.	"	Apr. " "
64 Ella Burch	50.	"	M'ch 1, 1893
C. C. Binney	2,100.	"	Feb. " "
" " "	1,000.	"	Apr. 1, "
Frank Bradley	150.	"	Dec. " 1892
Fred Burch	400.	"	M'ch 1, 1893
Abel Brown	500.	"	Dec. 1, 1892
" "	500.	"	M'ch 1, 1893
S. E. Burr	1,000.	"	May " "
" " "	500.	"	Jan. " "
Jennie B. Bemis	1,000.	"	Jun. " "
Mary E. Carter	2,500.	"	Oct. " 1892
" " "	1,000.	"	Nov. " "
James B. Cone	2,000.	"	Feb. " 1893
James B. Cone, trustee	3,000.	"	April " "
Ben. F. Colcord	1,000.	"	Oct. 1, 1892
Emily Colcord	200.	"	" " "

Name of creditor.	Amount.	Rate of int.	To be computed from.
J. C. Closson	100.	6 %	Feb. 1, 1893
" " "	100.	"	Nov. 1, 1892
Nancy P. Colcord	500.	"	Apr. 1, 1893
Samuel C. Clark	1,000.	"	Apr. " 1893
Ann J. Clark	2,000.	"	Jan. 1, 1894
" " "	1,000.	"	Oct. 1, 1893
" " "	1,100.	"	Sept. " "
Clara L. Cummings	500.	"	Apr. " "
Daniel M. Cota	200.	"	July " "
Daniel M. Cota	500.	"	Aug. 1, 1893
Junius Collins	2,000.	"	Dec. 1, 1892
May H. Cowdrey	500.	"	M'ch 1, 1893
" " "	500.	"	Dec. " 1892
W. H. Cotton	200.	"	Jan. " 1893
Emma D. Colcord	1,000.	"	Dec. 1, 1892
" " "	500.	"	Feb. 1, 1893
Hattie Closson	100.	"	Feb. " "
Thomas Colwell	20,000.	"	M'ch " "
Maria Cole	500.	"	Apr. " "
Carrie M. Clark	100.	"	Jan. " "
Hannah H. Coggins	1,000.	"	Jan. " "
A. A. Chase	500.	"	Dec. " 1892
" " "	200.	"	Jan. " 1893
Adam Cavers	530.	"	May 1, 1894
" "	1,590.	"	Feb. 1, "
" "	3,270.	"	" " "
" "	2,725.	"	June " 1893
" "	530.	"	M'ch " "
" "	530.	"	Apr. " "
A. M. Chase	500.	"	Feb. 1, 1893
F. W. Carpenter	50.	"	Oct. 1, 1892
Annie Chambers	2,500.	"	Dec. 1, "
65 William I. Carter	2,500.	"	Nov. 1, 1892
" " "	2,000.	"	Oct. " "
Marion Case	1,100.	"	Oct. 1, 1893
Lucia Case	1,000.	"	Jan. " "
" "	1,000.	"	Apr. " "
George Derrick	1,000.	"	Nov. 1, 1892
Sarah J. Dillingham	100.	"	Feb. 1, 1893
" " "	100.	"	Apr. " "
" " "	50.	"	May 1, "
" " "	50.	"	June " "
Jennie E. Dillingham	50.	"	Feb. 1, "
" " "	200.	"	May 1, "
Harriet L. Dexter	500.	"	Dec. 1, 1892
Irene H. Dexter	500.	"	Dec. " "
W. L. Damon	500.	"	Feb. 1, 1893
James M. Davis	2,000.	"	M'ch 1, 1893
" " "	2,500.	"	May 1, "
Jane Dunne	1,000.	"	Feb. 1, "
F. A. Dodge	500.	"	Jan. 1, "
Catherine C. Dana	1,000.	"	Feb. 1, "
Emma T. Dailey	500.	"	M'ch 1, "
Luke T. Day	1,000.	"	Feb. 1, "
" " "	500.	"	Oct. 1, 1892
Anna M. Dewey	1,000.	"	Jan. 1, 1893
Mary G. Danforth	5,000.	"	Feb. 1, "
" " "	500.	"	April 1, "
" " "	2,500.	"	May 1, "
" " "	2,000.	"	Jan'y 1, "
Loomis Eames	500.	"	Feb. 1, "
Kate W. Emerson	400.	"	Dec. 1, 1892
" " "	100.	"	Feb. 1, 1893

Name of creditor.	Amount.	Rate of int.	To be computed from.
E. O. Eldridge	1,200.	6 %	Dec. 1, 1892
Mellisa S. Edwards	5,000.	"	" " "
East Greenwich Institute	5,000.	"	M'ch 1, 1893
Amasa D. Field	1,000.	"	Dec. 1, 1892
Hannah B. Ford	500.	"	Dec. " "
E. E. Farrar	300.	"	M'ch " 1893
" " "	100.	"	Apr. " "
" " "	100.	"	May 1, "
Seymour Farrar	200.	"	M'ch 1, "
" "	200.	"	Apr. " "
Fayette County National Bank	4,000.	"	Dec. " 1892
Sarah J. Foster	300.	"	May 1, 1893
Margaret Foster	1,000.	"	Feb. 1, 1893
" "	500.	"	June 1, "
First Congregational Society	600.	"	Jan. 1, 1893
Charles F. Gordon	200.	"	Feb. " "
" " "	1,000.	"	Oct. 1, 1892
" Julia M. Gilkey	500.	"	Apr. 1, 1893
" " "	100.	"	Nov. 1, 1892
O. H. Freeman	1,000.	"	Dec. 1, 1892
" "	3,000.	"	Feb. 1, 1893
Edwin L. Griffin	100.	"	Nov. 1, 1892
" " "	500.	"	Aug. 1, "
" " "	200.	"	Oct. 1, 1892
J. W. Grubb	1,000.	"	M'ch 1, 1893
John Gibson	300.	"	Jan. " "
Benjamin Gillet	1,000.	"	Feb. 1, 1893
A. Gorton	500.	"	Dec. 1, 1892
" "	12,800.	"	Jan. " 1893
" "	4,000.	"	Feb. " "
Greenwich National Bank	4,000.	"	M'ch " "
Harold Goodwin	1,100.	"	Feb. " "
Mary H. Goodrich	600.	"	Dec. 1, 1892
Mary J. K. Gilbert	500.	"	May 1, 1893
M. Gilmore	1,000.	"	Dec. 1, 1892
Mrs. L. O. Green	1,000.	"	M'ch 1, 1893
Caroline A. Gage	500.	"	Apr. 1, 1893
Lydia Gaylord	4,000.	"	Apr. 1, "
Willard Harris	450.	"	Dec. 1, 1892
John M. Hulett, adm'r	100.	"	Dec. 1, 1892
" " " "	100.	"	Feb. 1, 1893
" " " "	100.	"	May 1, 1893
H. Hollister	250.	"	Dec. 1, 1892
H. Hollister	50.	"	Feb. 1, 1893
E. Hurd	1,000.	"	M'ch 1, 1893
A. Hatch	500.	"	Feb. 1, 1893
Abbie J. Hitchcox	100.	"	Nov. 1, 1892
H. W. Hanson	300.	"	Dec. 1, 1892
Cornelia B. Hanson	2,000.	"	Feb. 1, 1893
Sarah A. Herbert	100.	"	Feb. 1, 1893
" " "	100.	"	May 1, "
Jane W. Horner	1,600.	"	M'ch 1, 1893
J. J. Hough	1,500.	"	Dec. 1, 1892
Laura R. Hart	500.	"	M'ch 1, 1893
W. C. Hennis	1,000.	"	M'ch 1, 1893
George A. Harris	500.	"	Feb. 1, 1893
Samuel A. Hill	1,000.	"	May 1, 1893
Frank P. Hulsizer	400.	"	Nov. 1, 1893
" " "	300.	"	Sept. 1, 1893
Emily Hermance	2,250.	"	M'ch 1, 1893
" "	1,100.	"	Jan. 1, 1893
Julia P. Harmon	50.	"	Feb. 1, 1893
Julia P. Harmon	100.	"	May 1, 1893
Julia P. Harmon	300.	"	Jan. 1, 1893

	Name of creditor.	Amount.	Rate of int.	To be computed from.
	Almira A. Hemenway	100.	6 %	Feb. 1, 1893
	Georgiana Hall	3,500.	"	Jan. 1, 1893
67	George T. Howard	500.	"	Feb. 1, 1893
	Julia B. James	1,000.	"	Jan. 1, 1893
	George A. Jenks	500.	"	M'ch 1, 1893
	P. B. Jones	500.	"	Oct. 1892
	Samuel M. Knowles	3,000.	"	M'ch 1, 1893
	H. G. Kimball	500.	"	Feb. 1, 1893
	L. C. Kendall	1,700.	"	Feb. 1, 1893
	Mary Kimball	500.	"	Apr. 1, 1893
	Sewall Lancaster	500.	"	Dec. 1, 1892
	Rebecca S. Lewis	200.	"	Jan. 1, 1893
	T. E. Lufkin	500.	"	Aug. 1, 1892
	A. F. Lewis	850.	"	Dec. 1, 1892
	" " "	50.	"	Feb. 1, 1893
	" " "	1,150.	"	Apr. 1, 1893
	W. M. Lansdale	400.	"	Jan. 1, 1893
	" " "	900.	"	Feb. 1, 1893
	" " "	300.	"	M'ch 1, 1893
	Martha E. Loomis	200.	"	May 1, 1893
	" " "	150.	"	Apr. 1, 1893
	A. H. Loomis	500.	"	Apr. 1, 1893
	Hannah Lee by Chas. Lee	50.	"	May 1, 1893
	Chas. Lee	150.	"	Feb. 1, 1893
	Prudence G. McGilony	500.	"	Feb. 1, 1893
	George McClure	1,000.	"	Feb. 1, 1893
	Cornelia McChesney	4,500.	"	Jan. 1, 1893
	" "	1,000.	"	Feb. 1, 1893
	" "	1,000.	"	M'ch 1. 1893
	" "	1,000.	"	Apr. 1, 1893
	Amy D. McLean	500.	"	Jan. 1, 1893
	Mary McCaslin	1,000.	"	Nov. 1, 1893
	Mary McGowan	500.	"	Feb. 1, 1893
	Bella C. McCall	50.	"	Dec. 1, 1892
	William McFarland	500.	"	Jan. 1, 1893
	James A. McCauley	2,000.	"	Dec. 1, 1892
	Emily A. McCabe	1,000.	"	Feb. 1, 1893
	Alice D. Munford	300.	"	Dec. 1, 1892
	E. G. Murphy	400.	"	Feb. 1, 1893
	Mary E. Miller	500.	"	May 1, 1893
	" " "	100.	"	July 1, 1893
	F. B. Merrill	2,000.	"	M'ch 1, 1893
	Rebecca Mills	1,500.	"	Dec. 1, 1893
	Henrietta W. Martin	300.	"	Apr. 1, 1893
	Matilda P. Nichols	1,500.	"	Feb. 1, 1893
	Mrs. J. W. Nickerson	500.	"	May 1, 1893
	O. H. Nickerson	500.	"	Aug. 1, 1892
	Cordelia Nickerson	500.	"	Aug. 1, 1892
	Kate N. Nickerson	500.	"	Aug. 1, 1892
68	A. A. Niles	500.	"	Aug. 1, 1892
	" " "	500.	"	Sept. 1, 1892
	A. A. Niles	500.	"	Dec. 1, 1892
	James N. Pendleton	500.	"	Nov. 1, 1892
	Jas. A. Pendleton	1,000.	"	M'ch 1, 1893
	" " "	500.	"	Aug. 1, 1892
	Jas. G. Pendleton	500.	"	Dec. 1, 1892
	Isaac C. Park	1,000.	"	Dec. 1, 1892
	Hannah T. Pendleton	500.	"	Dec. 1, 1892
	" " "	500.	"	Feb. 1, 1893
	Frank I. Pendleton	500.	"	Dec. 1, 1892
	William H. Park	1,000.	"	Apr. 1, 1893
	L. M. Perkins	100.	"	June 1, "
	" " "	100.	"	Aug. 1, 1893
	" " "	100.	"	Nov. 1, 1893

Name of creditor.	Amount.	Rate of int.	To be computed from.
Geo. Parson	3,000.	6 %	Dec. 1, 1892
C. W. Potter	100.	"	Apr. 1, 1893
A. C. Potter	300.	"	Dec. 1, 1892
" " "	700.	"	Jan. 1, 1893
Emily H. Potter	330.	"	Apr. 1, 1893
D. B. Potter	50.	"	Dec. 1, 1892
D. B. Potter, adm'r	740.	"	Dec. 1, 1892
P. Pendleton, Jr	1,000.	"	Aug. 1, 1892
John F. Peterson	1,000.	"	Feb. 1, 1893
Francis H. Powers	150.	"	Dec. 1, 1892
Helen W. Phillips	1,000.	"	Dec. 1, 1892
Walter P. Phillips	1,000.	"	Feb. " 1893
Mary Patton	1,000.	"	M'ch 1, 1892
Elizabeth F. Power	500.	"	Dec. 1, 1892
C. L. Pierce	100.	"	May 1, 1893
John H. Price	500.	"	Feb. 1, 1893
Ruth A. Kirk.	400.	"	Feb. 1, 1893
Wm. J. Robertson	1,400.	"	July 1, 1893
Mrs. O. E. Rendall	600.	"	Feb. 1, 1893
Charlotte H. A. Roher	300.	"	Aug. 1, 1892
" " " "	300.	"	Sept. 1, 1892
Silas A. Reeder	500.	"	Jan. 1, 1893
" " "	1,550.	"	M'ch 1, 1893
Frank H. Reeder.	100.	"	M'ch 1, 1893
Anna M. Reeder	500.	"	M'ch 1, 1893
A. J. Roney	150.	"	May 1, 1893
John Roney	1,900.	"	May 1, 1893
W. Richmond, trustee	1,000.	"	Dec. 1, 1892
" "	500.	"	Feb. 1, 1893
Sarah P. Staples	1,000.	"	Feb. 1, 1893
Lottie A. Sheldon	1,000.	"	Apr. 1, 1893
" " "	150.	"	Dec. 1, 1892
Charlotte A. Sheldon	800.	"	Dec. 1, 1892
" " "	7,700.	"	Jan. 1, 1893
" " "	2,000.	"	Apr. 1, 1893
Emma C. Straham	400.	"	M'ch 1, 1893
" "	1,000.	"	Apr. 1, 1893
Wm. Shaw.	500.	"	Dec. 1, 1892
Martha S. Shipman	500.	"	Jan. 1, 1893
Mary E. Stevens	1,000.	"	Feb. 1, 1893
Elizabeth C. Smead	500.	"	M'ch 1, 1893
E. B. Safford	500.	"	Dec. 1, 1892
H. K. Shaner	100.	"	Dec. 1, 1892
" " "	100.	"	Feb. 1, 1893
" " "	100.	"	Apr. 1, 1893
Mary M. Spencer	1,000.	"	May 1, 1893
C. A. Shaw	100.	"	Dec. 1, 1892
" " "	100.	"	Jan. 2, 1893
" " "	100.	"	Apr. 2, 1893
Lucy A. Sessions	100.	"	Feb. 2, 1893
A. P. Sessions	500.	"	Feb. 1, 1893
" " "	500.	"	Apr. 1, 1893
Fred C. Southgate	200.	"	Jan. 2, 1893
Francis E. L. Spencer	200.	"	Apr. 2, 1893
S. A. Tomlinson	500.	"	Jan. 2, 1893
G. R. Thompson	200.	"	June 2, 1893
" " "	100.	"	Aug. 2, 1893
Mary E. Thompson	100.	"	Dec. 2, 1892
" " "	100.	"	Feb. 2, 1893
W. H. Tilden	1,000.	"	Apr. 1, 1893
" " "	400.	"	M'ch 1, 1893
" " "	600.	"	Dec. 1, 1892
Elizabeth Thompson	650.	"	Feb. 1, 1893
S. W. Thornton	1,000.	"	Dec. 1, 1892

	Name of creditor.	Amount.	Rate of int.	To be computed from.
Mary A. Terry		100.	6 %	Apr. 1, 1893
" " "		200.	"	May 1, 1893
Harriet D. Waite		250.	"	July 1, 1893
Sarah A. Whitney		550.	"	Dec. 1, 1892
" " "		100.	"	Oct. 1, 1892
Anna F. Whitmore		800.	"	Feb. 1, 1893
A. G. Whitemore, executor		500.	"	Feb. 1, 1893
Gardner Wheeler		1,000.	"	Jan. 1, 1893
W. H. Woodbury		2,000.	"	May 1, 1893
Ellen H. Weeden		1,500.	"	Oct. 1, 1892
" " "		1,500.	"	July 1, 1893
A. H. Westin		500.	"	May 1, 1893
Charles C. Watkins		100.	"	Dec. 1, 1892
" " "		300.	"	Jan. 1, 1893
" " "		500.	"	Feb. 1, 1893
" " "		600.	"	M'ch 1, 1893
Myron Wood		150.	"	M'ch 1, 1893
Z. J. Wheeler		200.	"	Feb. 1, 1893
B. P. Wheeler		100.	"	Dec. 1, 1892
	Sophia E. Webster	500.	"	Feb. 1, 1893
70	Pauline Wetherby	1,000.	"	Apr. 1, 1893
	Kate B. Wetherby	100.	"	May 1, 1893
S. E. Willey		1,000.	"	July 1, 1893
A. J. York		2,000.	"	May 1, 1893
" " "		1,100.	"	Feb. 1, 1893
W. L. P. Boardman		500.	"	June 1, 1893
" " " "		2,500.	"	July 1, 1893
" " " "		1,000.	"	Aug. 1, 1893
Bellows Free Academy		3,300.	"	Feb. 1, 1893
Marietta E. Barnes		1,000.	"	June 1, 1893
" " "		200.	"	Sept. 1, 1893
E. A. Borchers		1,100.	"	Aug. 1, 1893
F. N. Braley		500.	"	Jan. 1, 1893
Mrs. A. P. Braley		1,000.	"	Feb. 1, 1893
L. E. Clark		1,000.	"	Dec. 1, 1892
M. P. Day		500.	"	Jan. 1, 1893
" " "		500.	"	Feb. 1, 1893
James W. Fitzpatrick		2,000.	"	Jan. 1, 1893
Elizabeth G. Good		500.	"	Feb. 1, 1893
" " "		500.	"	M'ch 1, 1893
S. H. Holbrook		300.	"	Dec. 1, 1892
" " "		500.	"	Feb. 1, 1893
" " "		1,300.	"	Apr. 1, 1893
S. H. Holbrook, executor		500.	"	Dec. 1, 1892
" " " "		500.	"	Jan. 1, 1893
" " " "		700.	"	May 1, 1893
George H. King		300.	"	July 1, 1892
Teressa King		500.	"	Oct. 1, 1893
John F. Keator		250.	"	Feb. 1, 1893
N. B. Lewis		500.	"	Apr. 1, 1893
Nettie C. Lewis		100.	"	Apr. 1, 1893
Benjamin Leavitt		1,545.	"	Aug. 1, 1893
Mrs. E. B. Lawrence		500.	"	Jan. 1, 1893
William N. Loomis		3,000.	"	Nov. 1, 1892
Arthur B. McGowan		500.	"	M'ch 1, 1893
Mirion E. Moore		2,000.	"	Jun- 1, 1893
W. M. Price		500.	"	Dec. 1, 1892
John G. Roberts, adm'r		2,500.	"	May 1, 1893
Ellwoin T. Sawyer		500.	"	Apr. 1, 1893
B. L. M. Smith		1,000.	"	Jan- 1, 1893
Ada L. Watson		1,500.	"	Feb. 1, 1893
" " "		3,000.	"	M'ch 1, 1893
" " "		200.	"	Apr. 1, 1893
" " "		1,000.	"	May 1, 1893

	Name of creditor.	Amount.	Rate of int.	To be computed from.
	A. C. Watson	200.	6 %	Feb. 1, 1893
	Sarah C. Wilkes	1,500.	"	Jan. 1, 1893
	Amos S. Washburn	100.	"	Feb. 1, 1893
	Maggie Wakeman	100.	"	Jan. 1, 1893
	Margaret Wakeman	500.	"	Jan. 1, 1893
71	A. T. Foster, executor	1,000.	"	Jan. 1, 1893
	" " " "	1,000.	"	Feb. 1, 1893
	" " " "	2,000.	"	M'ch 1, 1893
	John S. Adams	28.80	7 %	Dec. 27, 1889
	" " "	28.80	"	Jan. 5, 1891
	" " "	28.80	"	Jan. 4, 1892
	" " "	28.80	"	Feb. 8, 1893
	Eliza S. Adams	28.80	"	Dec. 27, 1889
	" " "	28.80	"	Jan. 5, 1891
	" " "	28.80	"	Jan. 4, 1892
	" " "	28.80	"	Feb. 8, 1893
	Eliza J. Barton	1,100.	6 %	M'ch 1, 1893
	Amy S. Barton	1,000.	"	Feb. 1, 1893
	Mary R. Chambers	1,000.	"	M'ch 1, 1893
	J. P. Crosdale	28.50	7 %	Jan. 7, 1890
	" " "	28.50	"	Jan. 16, 1891
	" " "	28.50	"	Aug. 23, 1892
	Mrs. A. E. Bosworth	10,000.	6 %	Apr. 1, 1893
	Mary E. Hickman	2,250.	"	M'ch 1, 1893
	" " "	200.	"	May 1, 1893
	John C. Blake	100.	"	May 1, 1893
	Gideon Bearce	100.	"	Feb. 1, 1893
	Jessie D. Dean	1,000.	"	May 1, 1893
	John Dinsmore	1,000.	"	May 1, 1893
	George Gibbs	200.	"	May 1, 1893
	Mary C. Hawkes	100.	"	May 1, 1893
	Joseph C. Holman	100.	"	May 1, 1893
	Helen P. McAtee	2,000.	"	May 1, 1893
	C. D. Miller	2,100.	"	May 1, 1893
	Fred A. Piper	300.	"	May 1, 1892
	J. H. Smith	700.	"	May 1, 1893
	S. A. True	500.	"	May 1, 1893
	Sue W. Thomas	250.	"	May 1, 1893
	J. D. Thompson	1,600.	"	May 1, 1893
	Fannie Thompson	400.	"	May 1, 1893
	Emily B. Wing	200.	"	Feb. 1, 1893
	George C. Wing, Jr	50.	"	Feb. 1, 1893
	W. H. Wood	400.	"	May 1, 1893
	L. W. Wing	500.	"	May 1, 1893
	A. Young	600.	"	May 1, 1893
	Harriet E. Wood	100.	"	May 1, 1893
	John C. Bovie	1,800.	"	
	Dyke Quackenbush	500.	"	May 14, 1893
	John B. Quackenbush, *et al.*	7,000.	"	May 14, 1893
	John B. Quackenbush	2,100.	"	May 14, 1893
	Abbie H. Chapman	400.	"	Feb. 1, 1893
	H. H. McIntyre, guardian	50.	"	Jan. 1, 1893
	Marion McIntyre	50.	"	Apr. 1, 1893
	Mary S. Blodgett	500.	"	Jan. 1, 1893
72	Delia I. Davis	500.	"	Dec. 1, 1892
	Sarah H. Freeman	1,250.	"	Dec. 1, 1892
	Florinda McI. Morgan	500.	"	M'ch 1, 1893
	" " "	500.	5 %	May 9, 1893
	Clara McI. Perkins	350.	6 %	Jan. 1, 1893
	" " "	250.	"	Apr. 1, 1893
	A. L. Pease	300.	"	Sept. 1, 1892
	" " "	300.	"	Dec. 1, 1892
	" " "	200.	"	Nov. 1, 1892
	Sarah C. Weston	200.	"	Dec. 1, 1892
	" " "	100.	"	Nov. 1, 1892

	Name of creditor.	Amount.	Rate of int.	To be computed from.
	Edwin White	500.	6 %	Feb. 1, 1893
	" "	500.	"	June 1, 1893
	W. W. Warren, adm'r	1,000.	"	Feb. 1, 1893
	Charles Grieve	1,000.	"	Nov. 1, 1892
	Cordelia A. Green	3,100.	"	Aug. 1, 1892
	Nellie S. Houck	750.	"	Dec. 1, 1892
	Mary E. Higley	2,000.	"	Apr. 1, 1893
	" "	1,200.	"	May 1, 1893
	Daniel B. Hoermer	500.	"	Dec. 1, 1892
	Wm. A. Hoffer	100.	"	Jan. 1, 1893
	Ann R. Hoffer	300.	"	Jan. 1, 1893
	A. C. Lyman	27.50	7 %	Jan. 4, 1893
	Walter E. Lyman	212.50	"	Dec. 2, 1892
	L. E. Sturgeon	3,000.	6 %	Jan. 1, 1893
	" "	200.	"	Dec. 1, 1892
	" "	400.	"	Jan. 1, 1890
	John Slocum Estate	1,200.	"	Dec. 1, 1892
	Rachel Slocum	1,009.	"	Dec. 1, 1892
	Morris O'Donnel	500.	"	May 1, 1892
	Sarah J. Wisnell	500.	"	May 1, 1893
	Mary C. Hawkes	100.	"	Nov. 1, 1892
	Elizabeth M. Buxton	300.	"	Feb. 1, 1893
	Elizabeth F. Reid	50.	"	Feb. 1, 1893
	Ormanzo Allen	1,000.	"	Feb. 1, 1893
	" "	750.	"	Dec. 1, 1892
	Charles E. Adams	700.	"	May 1, 1893
	" "	100.	"	Apr. 1, 1893
	" "	100.	"	Feb. 1, 1893
	" "	600.	"	Dec. 1, 1892
	Joseph L. Barker	200.	"	Dec. 1, 1892
	Mary L. Beeman	1,000.	"	Dec. 1, 1892
	" "	1,000.	"	Jan. 1, 1893
	" "	1,000.	"	Apr. 1, 1893
	Archie N. Clark	1,050.	"	M'ch 1, 1893
	John E. Carr	200.	"	Dec. 1, 1892
	Harriet Dickinson	500.	"	Feb. 1, 1892
	Lizzie Dickinson	200.	"	Feb. 1, 1892
	John A. Estabrook	500.	"	M'ch 1, 1893
73	C. A. Farnham	$50.	"	Dec. 1, 1892
	F. M. Houghton	500.	"	May 1, 1893
	Edward L. Hastings	500.	"	Feb. 1, 1893
	Fred S. Hill	100.	"	Apr. 1, 1893
	Rev. H. Headley	100.	"	June 1, 1893
	Hattie B. Hall	300.	"	Oct. 1, 1893
	Mary J. Hibbard	1,000.	"	M'ch 27, 1893
	Mutual Loan Savings & Building Association	1,000.	"	M'ch 27, 1893
	A. S. Pendleton	1,000.	"	Aug. 27, 1892
	A. B. Ramsdell	1,000.	"	Feb. 27, 1893
	" " "	500.	"	Apr. 27, 1893
	Harriet J. Redman	1,000.	"	M'ch 27, 1893
	J. C. Reed	1,000.	"	May 27, 1893
	E. J. Smith	250.	"	Dec. " 1892
	" " "	400.	"	Feb. " 1893
	Mary A. Stevenson	1,500.	"	Dec. 27, 1892
	" " "	1,000.	"	Apr. 27, 1893
	Jas. Thompson, Jr	500.	"	Apr. 1, 1893
	Sarah D. Tibbals	200.	"	Jan. 27, 1893
	" " "	300.	"	May 27, 1893
	William A. Tibbals	200.	"	Jan. 27, 1893
	" "	300.	"	May 27, 1893
	S. T. Wayman	200.	"	Apr. 1, 1893
	Sarah J. Wilcox	200.	"	Jan. 1, 1893

Name of creditor.	Amount.	Rate of int.	To be computed from.
E. T. Merrill.	1,000.	6 %	Feb. 1, 1893
" " "	2,000.	"	M'ch 1, 1893
" " "	100.	"	Apr. 1, 1893
" " "	100.	"	June 1, 1893
E. A. Prescott	500.	"	Sept. 1, 1892
" " "	2,000.	"	July 1, 1893
N. M. Prescott	500.	"	Sept. 1, 1892
Martha J. Christie	50.	"	M'ch 1, 1893
Helen M. Christie	100.	"	M'ch 1, 1893
John G. Morris	1,000.	"	Nov. 1, 1892
Henry C. Gurley	250.	"	June 1, 1893
Marietta Clark	500.	"	Dec. 1, 1892
John H. Whitehouse	500.	"	Feb. 1, 1893
D. B. Scofield, as receiver of Bank of Zumbrota	20,000.	"	Aug. 1, 1892
Mrs. G. S. Barnes	1,000.	"	Dec. 1, 1892
Batavian Bank	2,500.	7 %	May 16, 1893
" "	1,000.	"	June 5, 1893
" "	2,000.	"	Aug. 3, 1893
Urias Bloom	3,000.	"	Aug. 9, 1893
A. L. Bastress	500.	"	May 18, 1893
" " "	230.	"	June 14, 1893
" " "	500.	"	Oct. 5, 1893
Citizens' Bank of Peotone	750.	"	Oct. 28, 1893
74 " " "	1,320.	"	May 29, 1893
" " "	500.	"	June 16, 1893
Citizens' Bank of Peotone	1,000.	"	June 27, 1893
" " "	1,000.	"	July 6, 1893
" " "	500.	"	July 20, 1893
" " "	1,000.	"	July 24, 1893
Citizens' National Bank of Keene	2,500.	"	May 11, 1893
Commercial Bank of Eau Claire.	8,000.	"	Sept. 1, 1894
E. G. Dort	2,000.	"	July 14, 1893
Dean Academy	2,500.	"	Sept. 5, 1893
" "	2,500.	"	Sept. 7, 1893
First National Bank of White Pigeon	2,500.	"	Oct. 22, 1893
First National Bank of Winsted.	2,000.	"	May 21, 1893
First National Bank of Newport, R. I.	1,500.	"	June 6, 1893
First National Bank of Newport, R. I.	2,500.	"	July 10, 1893
First National Bank of Newport, R. I.	750.	"	July 12, 1893
First National Bank of Newport, R. I.	2,750.	"	July 19, 1893
First National Bank of Newport, R. I.	2,633.34	"	July 21, 1893
First National Bank of Newport, R. I.	2,500.	"	Aug. 23, 1893
First National Bank of Newport, R. I.	2,500.	"	Sept. 10, 1893
First National Bank of Montpelier	4,000.	"	July 12, 1893
" " " "	2,000.	"	July 14, 1893
" " " "	2,500.	"	July 27, 1893
" " " "	2,500.	"	July 28, 1893
" " " "	3,000.	"	Aug. 1, 1893
" " " "	778.25	"	July 20, 1893
Hingham National Bank	2,500.	"	July 8, 1893
" " "	2,620.	"	July 10, 1893
G. W. Hackett	2,500.	"	June 2, 1893
" " "	3,000.	"	Aug. 23, 1893
Island Savings Bank	2,225.	"	June 19, 1893
" " "	2,250.	"	July 17, 1893
" " "	1,500.	"	May 27, 1893
" " "	778.25	"	July 20, 1893
" " "	1,000.	"	Aug 14, 1893
" " "	2,275.	"	Aug. 10, 1893
" " "	2,500.	"	Aug. 23, 1893
Keeseville National Bank	2,863.70	"	July 28, 1893
Lawrence National Bank	769.40	"	July 13, 1893
" " "	2,678.50	"	July 14, 1893

	Name of creditor.	Amount.	Rate of int.	To be computed from.
	Lindermann National Bank	1,500.	7 %	May 26, 1893
	" " "	1,320.	"	May 29, 1893
	" " "	2,500.	"	May 28, 1893
	" " "	2,628.35	"	July 17, 1893
	" " "	2,500.	"	July 17, 1893
	" " "	1,250.	"	Sept. 27, 1893
	" " "	1,400.	"	Sept. 28, 1893
	" " "	2,500.	"	Sept. 5, 1893
75	Merrimack Co. Savings Bank	2,500.	"	July 10, 1893
	Merrimack Co. Savings Bank	2,000.	"	June 17, 1893
	" " " "	2,000.	"	July 14, 1893
	" " " "	2,750.	"	June 16, 1893
	" " " "	2,500.	"	June 12, 1893
	A. D. Morse	2,750.	"	Sept. 10, 1893
	" " "	1,500.	"	Sept. 13, 1893
	" " "	2,350.	"	Sept. 11, 1893
	Mechanics' National Bank	2,000.	"	July 14, 1893
	" " "	2,500.	"	July 15, 1893
	Merchants' Savings Bank	2,500.	"	June 1, 1893
	G. W. Nickerson	2,000.	"	June 9, 1893
	" " "	2,500.	"	July 11, 1893
	" " "	2,000.	"	Sept. 18, 1893
	National Bank of Methuen	3,000.	"	May 21, 1893
	" " "	1,000.	"	Oct. 17, 1893
	" " "	1,500.	"	Aug. 22, 1893
	National Exchange Bank	2,500,	"	June 1, 1893
	National Bank of Redemption	1,500.	"	May 15, 1893
	" " "	2,500.	"	May 16, 1893
	" " "	4,500.	"	May 17, 1893
	" " "	3,000.	"	May 21, 1893
	" " "	2,500.	"	July 13, "
	" " "	3,000.	"	July 14, "
	" " "	5,000.	"	July 15, "
	" " "	2,000.	"	July 16, "
	" " "	2,628.35	"	July 17, "
	" " "	6,375.	"	July 18, "
	" " "	4,000.	"	July 31, "
	" " "	2,500.	"	Aug. 4, "
	" " "	1,480.	"	Aug. 29, "
	" " "	1,765.	"	Sept. 12, "
	" " "	1,250.	"	Sept. 15, "
	" " "	1,500.	"	Sept. 20, "
	" " "	750.	"	Oct. 1, "
	" " "	5,000.	"	Oct. 5, "
	North National Bank	707.63	"	May 26, 1893
	" " "	2,375.	"	June 5, 1893
	" " "	2,000.	"	June 12, 1893
	" " "	2,500.	"	Aug. 1, 1893
	" " "	2,500.	"	Aug. 4, 1893
	" " "	1,900.	"	Aug. 12, 1893
	" " "	1,480.	"	Aug. 29, 1893
	" " "	1,765.	"	Sept. 12, 1893
	" " "	1,250.	"	Sept. 15, 1893
	" " "	1,500.	"	Sept. 20, 1893
	" " "	2,500.	"	Sept. 22, 1893
	" " "	3,000.	"	Sept. 25, 1893
76	North National Bank	1,250.	"	Sept. 27, 1893
	" " "	750.	"	Oct. 1, 1893
	" " "	1,000.	"	Oct. 4, 1893
	" " "	5,000.	"	Oct. 7, 1893
	" " "	1,000.	"	Oct. 22, 1893
	" " "	2,500.	"	Oct. 23, 1893
	" " "	1,457.63	"	Oct. 24, 1893

	Name of creditor.	Amount.	Rate of int.	To be computed from.
North Granville National Bank		5,000.	7 %	June 1, 1893
" " " "		5,428.50	"	July 13, 1893
" " " "		2,000.	"	July 14, 1893
" " " "		500.	"	July 15, 1893
" " " "		2,500.	"	July 17, 1893
" " " "		2,275.	"	Aug. 10, 1893
" " " "		2,500.	"	Aug. 15, 1893
Pulaski National Bank		750.	"	May 14, 1893
" " "		1,500.	"	May 15, 1893
" " "		1,000.	"	June 6, 1893
" " "		1,250.	"	July 7, 1893
" " "		1,250.	"	Sept. 6, 1893
First National Bank of Orwigsburg		1,000.	"	May 15, 1893
" " " "		2,500.	"	Oct. 5, 1893
Security Savings Bank		3,000.	"	June 16, 1893
" " "		2,500.	"	July 10, 1893
" " "		2,714.33	"	Aug. 25, 1893
Sunbury Loan & Trust Deposit Co.		2,500.	"	July 21, 1893
Sunbury Loan & Trust Deposit Co.		3,000.	"	Sept. 18, 1893
Sunbury Loan & Trust Deposit Co.		2,000.	"	Sept. 15, 1893
Scanlan & Wall		3,009.63	"	May 21, 1893
" "		2,500.	"	Sept. 21, 1893
" "		3,333.33	"	Sept. 20, 1893
" "		1,200.	"	July 23, 1893
" "		3,000.	"	June 14, 1893
" "		1,500.	"	Aug. 13, 1893
" "		500.	"	Aug. 13, 1893
" "		4,000.	"	Sept. 14, 1893
" "		2,000.	"	Sept. 21, 1893
Tuckerton Bank		500.	"	Sept. 4, 1893
Winchester National Bank		2,637.50	"	June 16, 1893
" " "		1,000.	"	May 14, 1893
John J. Anderson		10,000.	"	July 28, 1893
C. E. Andrews, *et als.* as partners of New Bethlehem Savings Bank		2,500.	"	May 24, 1893
C. E. Andrews, *et als.*, as partners of New Bethlehem Savings Bank		1,500.	"	Aug. 24, 1893
City Bank of Boone, Iowa		1,000.	"	July 24, 1893
" "		5,000.	"	July 28, 1893
" "		1,000.	"	July 29, 1893
" "		3,000.	"	Aug. 1, 1893
77 W. H. Davidson		2,500.	"	Sept. 6, 1893
Dye Brothers		500.	"	June 28, 1893
" "		1,500.	"	Sept. 20, 1893
Daneville National Bank		1,500.	"	July 25, 1893
First National Bank of Iron Mountain		750.	"	May 18, 1893
First National Bank of Iron Mountain		1,650.	"	July 20, 1893
First National Bank of Iron Mountain		2,000.	"	July 31, 1893
First National Bank of Shullsburg		2,000.	"	May 16, 1893
First National Bank of Shullsburg		1,500.	"	May 30, 1893
First National Bank of Shullsburg		500.	"	June 22, 1893
First National Bank of Nevada		2,000.	"	Aug. 2, 1893
" " " "		2,500.	"	Aug. 3, 1893
" " " "		4,612.	"	July 15, 1893
" " " "		179.46	"	June 1, 1893
Hancock County National Bank		1,500.	"	July 25, 1893
" " " "		1,500.	"	July 26, 1893
" " " "		2,500.	"	Aug. 3, 1893
" " " "		2,500.	"	Aug. 25, 1893
Wm. Love		2,000.	"	May 23, 1893
Wm. Love		2,500.	"	June 13, 1893
" "		1,000.	"	July 19, 1893
" "		500.	"	July 14, 1893
" "		2,500.	"	Aug. 24, 1893

Name of creditor.	Amount.	Rate of int.	To be computed from.
Wm, Love	1,480.	7 %	Aug. 29, 1893
" "	1,500.	"	Sept. 20, 1893
" "	1,765.	"	Sept. 12, 1893
F. G. Barnard & Son	1,000.	"	M'ch 27, 1893
" " " " "	1,500.	"	Apr. 1, 1893
" " " " "	1,500.	"	Jan. 9, 1893
" " " " "	2,500.	"	M'ch 14, 1893
" " " " "	3,000.	"	Jan. 2, 1893
" " " " "	500.	"	Nov. 18, 1892
" " " " "	1,250.	"	Dec. 14, 1892
First National Bank of Milton	3,000.	"	Aug. 9, 1893
" " " "	2,500.	"	Aug. 4, 1893
" " " "	2,500.	"	May 16, 1893
" " " "	1,500.	"	May 15, 1893
G. H. Haven	3,000.	"	Oct. 24, 1893
" " "	1,500.	"	July 25, 1893
" " "	2,000.	"	July 31, 1893
" " "	1,500.	"	Aug. 23, 1893
" " "	1,250.	"	Aug. 14, 1893
" " "	1,250.	"	June 13, 1893
" " "	1,000.	"	Aug. 6, 1893
" " "	1,500.	"	June 28, 1893
" " "	750.	"	May 18, 1893
Norway National Bank	2,500.	"	May 16, 1893
" " "	2,250.	"	June 17, 1893
78 N. Sauer	1,000.	"	July 12, 1893
N. & M. Sauer	1,500.	"	Oct. 21, 1893
Amoskeag Savings Bank	2,500.	"	Oct. 24, 1893
" " "	2,000.	"	Sept. 18, 1893
Beatkce, Fry & Company	2,500.	"	Aug. 6, 1893
Danville National Bank	1,250.	"	Oct. 5, 1893
" " "	1,000.	"	Oct. 17, 1893
" " "	666.66	"	Oct. 6, 1893
" " "	2,500.	"	Sept. 5, 1893
" " "	1,000.	"	Sept. 27, 1893
" " "	2,000.	"	Oct. 3, 1893
" " "	2,500.	"	July 10, 1893
First National Bank of Sault Ste. Marie	1,500.	"	May 22, 1893
First National Bank of Sault Ste. Marie	2,500.	"	May 16, 1893
First National Bank of Sault Ste. Marie	2,500.	"	Aug. 26, 1893
First National Bank of Sault Ste. Marie	2,678.50	"	July 13, 1893
First National Bank of Sault Ste. Marie	1,250.	"	July 7, 1893
First National Bank of Sault Ste. Marie	500.	"	June 22, 1893
First National Bank of Sault Ste. Marie	5,000.	"	Sept. 1, 1893
National Bank of Rhode Island	1,250.	"	Aug. 23, 1893
" " " "	1,000.	"	July 12, 1893
" " " "	2,000.	"	Aug. 7, 1893
" " " "	2,000.	"	July 14, 1893
People's Savings Bank	1,500.	"	May 17, 1893
" " "	3,000.	"	July 16, 1893
" " "	2,500.	"	July 17, 1893
" " "	5,000.	"	July 13, 1893
Second National Bank of Bangor	2,650.	"	June 3, 1893
" " " "	2,000.	"	June 5, 1893
" " " "	1,500.	"	June 15, 1893
Stone City Bank	1,000.	"	July 7, 1893
" " "	3,500.	"	Sept. 21, 1893
" " "	1,650.	"	Sept. 20, 1893
" " "	2,500.	"	Oct. 19, 1893
" " "	2,500.	"	July 25, 1893
" " "	3,000.	"	Aug. 21, 1893
A. C. Trombowm	2,000.	"	Oct. 20, 1893
" " "	2,500.	"	Oct. 15, 1893

	Name of creditor.	Amount.	Rate of int.	To be computed from.
	Citizens' National Bank of Muncy	2,500.	7 %	July 11, 1893
	" " " "	1,250.	"	Aug. 18, 1893
	" " " "	1,320.	"	May 29, 1893
	" " " "	2,500.	"	June 8, 1893
	" " " "	1,500.	"	July 26, 1893
	Thomas Lowry	25,000.	"	May 12, 1893
	Grace M. Broad	1,400.	"	Oct. 20, 1893
	First National Bank of Mendota	2,500.	"	July 27, 1893
	" " "	1,200.	"	July 26, 1893
	" " "	2,500.	"	Aug. 31, 1893
	" " "	2,000.	"	Oct. 3, 1893
79	First National Bank of Mendota	$2,000.	"	July 28, 1893
	Mary E. McIntyre	1,200.	"	Oct. 19, 1893
	E. C. Brewer	2,000.	"	June 23, 1893
	E. C. Brewer	1,500.	"	July 16, 1893
	E. C. Brewer	1,000.	"	May 22, 1893
	Bank of Sharon	1,000.	"	May 19, 1893
	" "	1,632.50	"	May 23, 1893
	" "	1,320.	"	May 29, 1893
	Brandon National Bank	2,500.	"	May 19, 1893
	" " "	2,500.	"	Aug. 7, 1893
	" " "	1,250.	"	Sept. 15, 1893
	B. J. Borlang	2,650.	"	June 3, 1893
	" " "	1,250.	"	June 14, 1893
	" " "	1,500.	"	July 26, 1893
	Fowler National Bank of Lafayette	3,000.	"	Aug. 1, 1893
	Fowler National Bank of Lafayette	2,000.	"	Aug. 3, 1893
	" " " "	2,000.	"	Sept. 13, 1893
	" " " "	4,000.	"	Sept. 15, 1893
	" " " "	1,500.	"	Sept. 20, 1893
	George S. Lacy	2,375.	"	June 5, 1893
	" " "	2,000.	"	July 14, 1893
	" " "	2,000.	"	July 11, 1893
	" " "	1,000.	"	July 12, 1893
	Bank of Lanesboro	2,000.	"	Aug. 4, 1893
	J. H. Barr	1,000.	"	Sept. 1, 1893
	First National Bank of Athens	2,500.	"	May 16, 1893
	First National Bank of Athens	500.	"	July 2, 1893
	First National Bank of Athens	2,500.	"	July 17, 1893
	First National Bank of Athens	2,633.33	"	July 20, 1893
	R. E. Starks	3,000.	"	July 14, 1893
	M. E. Scanlon	1,000.	"	Aug. 2, 1893
	Bellwood Bank	1,177.08	"	Sept. 24, 1893
	Delaware County State Bank	3,000	"	May 21, 1893
	" " " "	2,500.	"	May 16, 1893
	" " " "	1,250.	"	June 13, 1893
	" " " "	2,500.	"	Aug. 14, 1893
	Chapman Banking Company	3,500.	"	May 15, 1893
	" " "	5,000.	"	May 16, 1893
	" " "	3,000.	"	May 17, 1893
	" " "	1,250.	"	May 18, 1893
	" " "	2,500.	"	Sept. 5, 1893
	" " "	1,500.	"	Sept. 23, 1893
	" " "	500.	"	Sept. 4, 1893
	" " "	2,500.	"	Oct. 15, 1893
	" " "	2,500.	"	Aug. 15, 1893
	" " "	2,333.33	"	Sept. 20, 1893
	" " "	2,750.	"	Sept. 14, 1893
	" " "	1,000.	"	Sept. 13, 1893
80	Chapman Banking Company	1,000.	"	Sept. 15, 1893
	" " "	1,833.33	"	Aug. 13, 1893
	" " "	1,000.	"	May 19, 1893
	" " "	3,000.	"	June 8, 1893
	" " "	2,500.	"	June 14, 1893

Name of creditor.	Amount.	Rate of int.	To be computed from.
Chapman Banking Company	2,000.	7 %	June 6, 1893
" " "	2,375.	"	June 5, 1893
" " "	1,500.	"	June 15, 1893
" " "	2,000.	"	June 12, 1893
" " "	1,500.	"	July 26, 1893
" " "	725.	"	Sept. 11, 1893
" " "	1,250.	"	Aug. 13, 1893
" " "	5,850.	"	Oct. 24, 1893
" " "	2,000.	"	Aug. 24, 1893
" " "	2,500.	"	May 21, 1893
" " "	3,250.	"	Oct. 19, 1893
Ezra C. Brett	1,000.	"	Apr. 10, 1893
" " "	3,000.	"	Apr. 7, 1893
Bank of Baldwin	2,500.	"	June 16, 1893
Island Pond National Bank	2,500.	"	July 19, 1893
" " " "	1,250.	"	Aug. 18, 1893
" " " "	2,000.	"	July 24, 1893
" " " "	1,400.	"	Sept. 23, 1893
First National Bank of Mystic Bridge	2,500.	"	July 19, 1893
First National Bank of Black River Falls	2,500.	"	July 19, 1893
First National Bank of Black River Falls	6,666.66	"	Oct. 6, 1893
First National Bank of Black River Falls	2,500.	"	June 28, 1893
First National Bank of Black River Falls	1,750.	"	June 27, 1893
First National Bank of Black River Falls	2,000.	"	July 31, 1893
First National Bank of Black River Falls	2,625.	"	May 25, 1893
First National Bank of Black River Falls	2,500.	"	Oct. 15, 1893
First National Bank of Black River Falls	2,000.	"	Oct. 18, 1893
First National Bank of Black River Falls	500.	"	Oct. 5, 1893
Benton Brothers	2,500.	"	May 26, 1893
" "	2,750.	"	May 21, 1893
Lee National Bank	3,000.	"	June 2, 1893
" " "	3,000.	"	May 17, 1893
L. A. Clapp	1,765.	"	Sept. 12, 1893
81 " " "	2,633.33	"	July 20, 1893
L. A. Clapp	500.	"	July 20, 1893
First National Bank of Centreville	2,000.	"	June 9, 1893
1st Nat'l Bank of Centreville	2,000.	"	June 17, 1893
" " "	2,500.	"	July 17, 1893
" " "	2,655.50	"	July 26, 1893
" " "	1,000.	"	July 28, 1893
" " "	1,000.	"	July 29, 1893
" " "	5,300.	"	Oct. 24, 1893
" " "	3,000.	"	June 14, 1893
W. W. Jones	1,250.	"	Sept. 27, 1893
" "	1,500.	"	Aug. 22, 1893
Silas Jones	1,500.	"	May 30, 1893
E. D. Thomas	725.	"	Sept. 11, 1893
Jeremiah Sessions	1,500.	"	July 13, 1893
" "	2,000.	"	July 12, 1893
Citizens' National Bank of Lyons	2,000.	"	Aug. 7, 1893
Caledonia National Bank	1,000.	"	July 29, 1893
" " "	2,750.	"	July 13, 1893
" " "	2,000.	"	July 21, 1893
" " "	500.	"	July 20, 1893
" " "	2,000.	"	July 14, 1893
" " "	2,500.	"	July 15, 1893
Cherokee State Bank	3,000.	"	Aug. 1, 1893
" " "	3,000.	"	Aug. 9, 1893
Juniata Valley Bank	1,000.	"	July 24, 1893
" " "	1,000.	"	July 29, 1893
" " "	3,000.	"	July 25, 1893
H. H. McIntyre	770.	"	June 14, 1893
Marshalltown State Bank	1,400.	"	Oct. 20, 1893
" " "	2,500.	"	Aug. 31, 1893

	Name of creditor.	Amount.	Rate of int.	To be computed from.
	Merchants' National Bank of St. Johnsbury	2,500.	7 %	June 1, 1893
	Merchants' National Bank of St. Johnsbury	2,500.	"	June 2, 1893
	Merchants' National Bank of St. Johnsbury	3,287.50	"	June 15, 1893
	Merchants' National Bank of St. Johnsbury	5,000.	"	June 19, 1893
	Merchants' National Bank of St. Johnsbury	4,000.	"	June 17, 1893
	Citizens' National Bank of Fairbanks	2,000.	"	July 11, 1893
	Citizens' National Bank of Fairbanks	750.	"	May 14, 1893
	Citizens' National Bank of Fairbanks	778.25	"	July 20, 1893
	Citizens' National Bank of Fairbanks	1,000.	"	Aug. 13, 1893
	Jersey Shore Banking Company	2,750.	"	May 27, 1893
	" " " "	3,000.	"	July 28, 1893
	Citizens' National Bank of Newport	1,000.	"	July 11, 1893
	" " " "	1,000.	"	Aug. 7, 1893
	G. B. Ransom	1,500.	"	May 17, 1893
82	First National Bank of Newport	2,500.	"	May 11, 1893
	" " " "	1,200.	"	May 18, 1893
	" " " "	1,500.	"	June 6, 1893
	First National Bank of New York	1,250.	"	Sept. 27, 1893
	" " " "	1,250.	"	Oct. 12, 1893
	" " " "	3,000.	"	Aug. 28, 1893
	" " " "	2,500.	"	Sept. 11, 1893
	" " " "	750.	"	May 18, 1893
	People's National Bank	1,000.	"	July 21, 1893
	" " "	1,000.	"	July 28, 1893
	" " "	1,000.	"	July 13, 1893
	" " "	825.	"	July 12, 1893
	Martinsburg Bank	1,000.	"	May 18, 1893
	" "	4,000.	"	July 14, 1893
	" "	1,500.	"	July 28, 1893
	" "	2,500.	"	Sept. 5, 1893
	" "	1,000.	"	Oct. 19, 1893
	G. A. Davis	1,750.	"	Aug. 21, 1893
	Clara McI. Perkins	500.	"	Oct. 29, 1893
	A. L. Pease	1,500.	"	June 15, 1893
	" "	2,500.	"	May 16, 1893
	" "	2,000.	"	Dec. 12, 1892
	Allen L. Pease	2,225.	"	June 17, 1893
	" "	2,633.34	"	July 21, 1893
	H. L. Rockwood	750.	"	May 14, 1893
	E. Crosswell	1,000.	"	Oct. 22, 1893
	J. B. Nichols	1,000.	"	Oct. 19, 1893
	" "	2,500.	"	Oct. 15, 1893
	Commercial Bank of Marshalltown	1,000.	"	Aug. 21, 1893
	" " "	1,000.	"	Aug. 23, 1893
	" " "	2,292.43	"	June 14, 1893
	Durrall, Fitz & Ainsley	1,500.	"	July 13, 1893
	" " "	2,500.	"	July 18, 1893
	" " "	1,200.	"	Sept. 2, 1893
	First National Bank of Yarmouth	2,500.	"	May 16, 1893
	" " " "	1,250.	"	June 14, 1893
	" " " "	2,750.	"	June 9, 1893
	" " " "	2,225.	"	June 17, 1893
	" " " "	3,000.	"	June 21, 1893
	" " " "	3,000.	"	June 6, 1893
	First National Bank of Ludington	3,000.	"	May 31, 1893
	First National Bank of Ludington	2,500.	"	June 5, 1893
	First National Bank of Ludington	1,000.	"	Aug. 6, 1893
	First National Bank of Mauch Chunk	2,500.	"	May 22, 1893
	First National Bank of Mauch Chunk	6,000.	"	June 15, 1893

	Name of creditor.	Amount.	Rate of int.	To be computed from.
	First National Bank of Marengo	778.25	7 %	July 20, 1893
	" " " "	1,250.	"	May 26, 1893
	First National Bank of Mechanicsburg	2,333.33	"	Sept. 20, 1893
	" " "	2,500.	"	Sept. 23, 1893
	" " "	2,500.	"	Sept. 20, 1893
83	First National Bank of Mechanicsburg.	500.	"	Sept. 4, 1893
	" " " "	1,500.	"	Aug. 24, 1893
	" " " "	3,000.	"	Sept. 21, 1893
	" " " "	2,500.	"	Sept. 25, 1893
	" " " "	2,500.	"	Aug. 25, 1893
	" " " "	2,714.34	"	Aug. 23, 1893
	" " " "	1,000.	"	Aug. 28, 1893
	" " " "	500.	"	Aug. 23, 1893
	" " " "	1,000.	"	Aug. 23, 1893
	" " " "	2,500.	"	Aug. 28, 1893
	" " " "	2,750.	"	Aug. 27, 1893
	" " " "	2,150.	"	Aug. 21, 1893
	" " " "	2,500.	"	July 24, 1893
	" " " "	3,000.	"	July 25, 1893
	" " " "	1,000.	"	July 24, 1893
	" " " "	1,250.	"	May 26, 1893
	" " " "	2,500.	"	July 25, 1893
	" " " "	2,678.50	"	July 16, 1893
	" " " "	3,000.	"	July 16, 1893
	" " " "	2,500.	"	July 17, 1893
	Miners' Savings Bank	1,000.	"	May 22, 1893
	" " "	2,000.	"	June 15, 1893
	" " "	2,000.	"	June 15, 1893
	Fort Stanwitz National Bank	1,250.	"	July 7, 1893
	" " " "	1,250.	"	Sept. 7, 1893
	La Salle National Bank	3,000.	"	Sept. 18, 1893
	" " "	1,250.	"	Sept. 7, 1893
	" " "	2,296.82	"	July 24, 1893
	" " "	2,500.	"	July 18, 1893
	" " "	1,625.	"	Aug. 1, 1893
	" " "	2,000.	"	Aug. 24, 1893
	First National Bank of What Cheer	1,275.	"	June 13, 1893
	" " " " "	1,500.	"	June 15, 1893
	" " " " "	1,500.	"	June 22, 1893
	" " " " "	1,500.	"	July 14, 1893
	" " " " "	2,500.	"	July 15, 1893
	" " " " "	3,825.	"	July 12, 1893
	First National Bank of Belleville	2,500.	"	Aug. 4, 1893
	First National Bank of Belleville	1,480.	"	Aug. 29, 1893
	First National Bank of Belleville	500.	"	Sept. 20, 1893
	First National Bank of St. Peter	2,500.	"	May 24, 1893
	" " " " "	2,000.	"	July 28, 1893
	" " " " "	3,000.	"	Aug. 1, 1893
	" " " " "	3,000.	"	Aug. 27, 1893
	First National Bank of Mystic Bridge	2,500.	"	July 13, 1893
	C. H. Higgs	2,500.	"	July 13, 1893
	" " "	500.	"	July 15, 1893
	Hook Bros.	1,000.	"	May 22, 1893
	" "	500.	"	June 9, 1893
84	Hook Bros.	5,500.	"	June 16, 1893
	" "	2,000.	"	June 17, 1893
	" "	2,750.	"	July 15, 1893
	" "	2,650.50	"	July 26, 1893
	" "	1,000.	"	Aug. 13, 1893
	" "	2,500.	"	Sept. 5, 1893
	" "	2,000.	"	Sept. 15, 1893
	" "	1,500.	"	Sept. 8, 1893
	" "	3,000.	"	Sept. 1, 1893
	" "	2,500.	"	Sept. 10, 1893

Name of creditor.	Amount.	Rate of int.	To be computed from.
Hook Bros.	2,000.	7 %	Sept. 14, 1893
" "	1,000.	"	Sept. 27, 1893
" "	1,400.	"	Sept. 28, 1893
" "	1,250.	"	Sept. 27, 1893
" "	2,500.	"	May 28, 1893
Pomeroy Bros. & Smith.	750.	"	May 18, 1893
" " "	1,500.	"	May 22, 1893
" " "	500.	"	June 6, 1893
" " "	2,500.	"	May 23, 1893
" " "	2,000.	"	July 21, 1893
" " "	2,500.	"	July 27, 1893
" " "	500.	"	May 16, 1893
Tidioutte Savings Bank	1,610.	"	June 20, 1893
" " "	1,400.	"	Sept. 28, 1893
" " "	1,000.	"	June 3, 1893
" " "	515.	"	Sept. 18, 1893
Jos. Underleak.	1,625.	"	Aug. 1, 1893
" "	2,296.82	"	Aug. 12, 1893
" "	1,000.	"	Aug. 23, 1893
" "	1,000.	"	Aug. 24, 1893
" "	1,500.	"	Sept. 6, 1893
" "	1,750.	"	Oct. 12, 1893
" "	2,500.	"	Sept. 15, 1893
" "	1,000.	"	Sept. 19, 1893
N. Woodworth.	1,000.	"	Aug. 23, 1893
" "	1,000.	"	Sept. 13, 1893
" "	1,000.	"	May 19, 1893
W. A. Greenfield	1,000.	"	July 28, 1893
" " "	1,000.	"	Sept. 13, 1893
" " "	1,000.	"	May 14, 1893
Ocean National Bank	1,000.	"	Oct. 19, 1893
" " "	2,000.	"	Sept. 13, 1893
State Bank of Plymouth	500.	"	Sept. 1, 1893
" " "	1,000.	"	Aug. 23, 1893
" " "	2,000.	"	June 23, 1893
" " "	500.	"	Aug. 11, 1893
" " "	1,000.	"	July 24, 1893
Safety Fund National Bank.	2,500.	"	Aug. 3, 1893
" " "	1,600.	"	Aug. 22, 1893
85 Safety Fund National Bank	$1,400.	"	Sept. 22, 1893
" " " "	1,675.	"	Oct. 20, 1893
" " " "	1,250.	"	Aug. 18, 1893
" " " "	2,306.	"	July 15, 1893
C. W. Hackett.	2,500.	"	June 2, 1893
" "	3,000.	"	Aug. 23, 1893
Chas. W. Nickerson	2,000.	"	June 9, 1893
" "	2,500.	"	July 11, 1893
" "	2,000.	"	Sept. 18, 1893
Sunbury Safe & Trust Deposit Co.	2,500.	"	July 21, 1893
" " " " "	2,000.	"	Sept. 15, 1893
" " " " "	3,000.	"	Sept. 18, 1893
John Holmgren	2,500.	"	Feb. 26, 1893
" "	1,200.	"	M'ch 23, 1893
" "	1,500.	"	M'ch 20, 1893
" "	1,765.	"	M'ch 20, 1893
" "	1,500.	"	M'ch 8, 1893
" "	1,000.	"	Jan. 31, 1893
" "	150.	"	Dec. 1, 1892
" "	2,499.99	8 %	M'ch 1, 1894
O. H. Hall.	1,000.	7 %	Oct. 4, 1893
" "	1,000.	"	Sept. 9, 1893
" "	1,000.	"	June 6, 1893
A. A. Plummer.	3,133.	"	July 5, 1893
" "	2,750.	"	Sept. 10, 1893

Name of creditor.	Amount.	Rate of int.	To be computed from.
A. A. Plummer	3,000.	7 %	Aug. 4, 1893
" "	2,500.	"	Aug. 6, 1893
" "	2,500.	"	May 15, 1893
" "	3,333.34	"	Aug. 1, 1893
" "	2,500.	"	Sept. 6, 1893
" "	3,000.	"	Sept. 8, 1893
" "	1,250.	"	Aug. 8, 1893
Loan & Trust Savings Bank	2,678.50	"	July 13, 1893
D. B. Scofield, receiver	750.	"	Oct. 5, 1893
" " "	2,000.	"	July 11, 1893
" " "	2,500.	"	Aug. 28, 1893
" " "	3,000.	"	July 14, 1893
" " "	1,500.	"	Sept. 4, 1893
" " "	2,000.	"	Oct. 18, 1893
" " "	2,000.	"	Oct. 24, 1893
" " "	2,500.	"	Oct. 25, 1893
" " "	500.	"	July 24, 1893
" " "	2,500.	"	Nov. 4, 1893
" " "	2,678.50	"	July 13, 1893
" " "	3,375.	"	June 12, 1893
" " "	1,750.	"	Oct. 12, 1893
" " "	1,750.	"	Sept. 7, 1893
" " "	3,333.33	"	Aug. 15, 1893
" " "	778.25	"	July 20, 1893
D. B. Scofield, receiver	825.	"	July 12, 1893
86 " " "	2,500.	"	June 5, 1893
" " "	2,500.	"	June 12, 1893
" " "	2,250.	"	June 5, 1893
" " "	500.	"	May 18, 1893
" " "	750.	"	Sept. 4, 1893
" " "	2,000.	"	Aug. 3, 1893
" " "	2,000.	"	May 25, 1893
" " "	2,000.	"	Oct. 3, 1893
" " "	2,500.	"	July 11, 1893
" " "	1,000.	"	Sept. 1, 1893
" " "	1,500.	"	Sept. 1, 1893
" " "	2,500.	"	Aug. 19, 1893
" " "	1,000.	"	Aug. 28, 1893
" " "	1,500.	"	July 26, 1893
G. W. Lovell	2,000.	"	July 10, 1893
" "	1,250.	"	July 7, 1893
" "	2,500.	"	July 28, 1893
First National Bank of Batavia	2,500.	"	July 13, 1893
" " " "	2,678.50	"	July 16, 1893
" " " "	3,000.	"	Aug. 9, 1893
Joseph Kelso	2,633.34	"	June 26, 1893
" "	2,500.	"	July 21, 1893
" "	2,500.	"	Aug. 14, 1893
" "	4,000.	"	May 30, 1893
First National Bank of Muscatine	2,500.	"	July 17, 1893
" " " "	3,000.	"	June 8, 1893
" " " "	2,500.	"	July 25, 1893
" " " "	1,000.	"	May 19, 1893
" " " "	2,000.	"	July 16, 1893
" " " "	3,000.	"	May 17, 1893
" " " "	2,800.	"	May 20, 1893
" " " "	2,500.	"	May 22, 1893
" " " "	3,000.	"	Sept. 1, 1893
" " " "	2,500.	"	Aug. 24, 1893
" " " "	3,000.	"	Sept. 17, 1893
" " " "	3,000.	"	Sept. 10, 1893
" " " "	3,135.	"	July 5, 1893
" " " "	2,750.	"	July 19, 1893
" " " "	2,000.	"	July 21, 1893

	Name of creditor.	Amount.	Rate of int.	To be computed from.
	First National Bank of Muscatine	3,800.34	7 %	Aug. 13, 1893
	" " " "	2,500.	"	Sept. 25, 1893
	" " " "	2,633.35	"	Aug. 7, 1893
	" " " "	2,000.	"	Sept. 16, 1893
	People's State Bank	2,500.	"	Feb. 14, 1893
	" " "	1,250.	"	M'ch 19, 1893
	" " "	1,500.	"	Apr. 6, 1893
	" " "	3,000.	"	Feb. 21, 1893
	" " "	2,500.	"	Jan. 25, 1893
87	People's State Bank	2,500.	"	Jan. 17, 1893
	Hazleton National Bank	2,000.	"	July 16, 1893
	" " "	2,500.	"	July 17, 1893
	" " "	2,750.	"	July 19, 1893
	" " "	2,500.	"	July 25, 1893
	" " "	2,500.	"	May 25, 1893
	" " "	3,333.33	"	Sept. 20, 1893
	" " "	2,000.	"	Sept. 28, 1893
	" " "	1,000.	"	Oct. 17, 1893
	Herkimer Bank	2,500.	"	May 22, 1893
	" "	2,375.	"	June 5, 1893
	H. N. Peterson	706.20	6½ %	July 1, 1893
	" "	1,867.13	6 %	Aug. 4, 1893
	Wm. Paul	1,000.	7 %	July 24, 1893
	Pine Island State Bank	2,500.	"	M'ch 1, 1893
	" "	3,000.	"	M'ch 9, 1893
	" "	1,000.	"	M'ch 13, 1893
	" "	1,250.	"	M'ch 20, 1893
	" "	1,480.	"	M'ch 18, 1893
	" "	1,500.	"	Apr. 1, 1893
	" "	1,000.	"	Nov. 14, 1893
	" "	2,500.	"	Feb. 25, 1893
	" "	1,000.	"	Dec. 7, 1893
	" "	2,500.	"	Dec. 28, 1893
	" "	2,500.	"	Jan. 24, 1893
	" "	2,000.	"	Feb. 2, 1893
	" "	3,000.	"	Feb. 1, 1893
	" "	3,000.	"	Feb. 25, 1893
	" "	750.	"	Apr. 5, 1893
	" "	1,000.	"	Apr. 10, 1893
	" "	3,000.	"	Apr. 24, 1893
	Sperry Bros. & Co	1,500.	"	July 26, 1893
	First National Bank of Orwigsburg	4,000.	"	June 21, 1893
	Shullsburg Bank	500.	"	July 20, 1893
	" "	500.	"	July 24, 1893
	" "	1,000.	"	Aug. 23, 1893
	R. C. Screekengart	500.	"	June 16, 1893
	Wyoming National Bank	2,000.	"	Aug. 6, 1893
	Yough " "	3,000.	"	Sept. 14, 1893
	Tradesman's National Bank	2,292.43	"	Feb. 14, 1893
	" " "	2,500.	"	Feb. 13, 1893
	" " "	4,000.	"	Jan. 17, 1893
	" " "	2,000.	"	M'ch 28, 1893
	" " "	2,000.	"	M'ch 28, 1893
	" " "	2,500.	"	M'ch 4, 1893
	" " "	3,000.	"	M'ch 9, 1893
	" " "	2,000.	"	Feb. 11, 1893
	" " "	2,000.	"	Feb. 11, 1893
	" " "	3,500.	"	Feb. 13, 1893
	" " "	1,480.	"	M'ch 18, 1893
88	Tradesman's National Bank	1,765.	"	M'ch 20, 1893
	" " "	2,500.	"	M'ch 22, 1893
	" " "	2,000.	"	M'ch 21, 1893
	" " "	1,000.	"	M'ch 28, 1893

Name of creditor.	Amount.	Rate of int.	To be computed from.
What Cheer Savings Bank	1,632.50	7 %	Jan. 23, 1893
" " "	1,250.	"	Feb. 13, 1893
" " "	750.	"	Jan. 12, 1893
" " "	1,375.	"	Jan. 18, 1893
" " "	500.	"	Jan. 24, 1893
" " "	2,000.	"	Jan. 28, 1893
" " "	2,500.	"	M'ch 4, 1893
" " "	1,480.	"	M'ch 18, 1893
" " "	1,000.	"	M'ch 28, 1893
" " "	2,000.	"	Apr. 18, 1893
" " "	2,500.	"	Dec. 1, 1893
" " "	1,500.	"	Nov. 15, 1893
" " "	500.	"	Dec. 9, 1893
" " "	1,000.	"	Dec. 27, 1893
Allen National Bank	1,250.	"	Sept. 15, 1893
Alpha State Bank	2,000.	"	Sept. 6, 1893
" "	350.	"	Dec. 9, 1893
" "	1,000.	"	Sept. 27, 1893
" "	2,000.	"	June 17, 1893
" "	2,500.	"	July 12, 1893
" "	2,000.	"	Aug. 24, 1893
" "	1,500.	"	Sept. 8, 1893
" "	1,500.	"	May 22, 1893
" "	2,500.	"	Sept. 22, 1893
Ashaway National Bank	9,083.33	"	
Citizens' National Bank of Sturgis	2,750.	"	May 21, 1893
Citizens' National Bank of Sturgis	3,500.	"	May 15, 1893
" " "	1,275.	"	June 13, 1893
" " "	2,500.	"	June 19, 1893
" " "	500.	"	June 27, 1893
" " "	550.	"	June 24, 1893
" " "	2,500.	"	Aug. 31, 1893
" " "	2,500.	"	Sept. 5, 1893
" " "	2,000.	"	Sept. 10, 1893
" " "	3,000.	"	Sept. —, 1893
A. B. Copeley	1,500.	"	Sept. 1, 1893
Jas. M. Davis	2,500.	"	Aug. 28, 1893
Elkador State Bank	3,000.	"	May 13, 1893
" "	1,000.	"	May 14, 1893
" "	1,500.	"	May 15, 1893
" "	2,500.	"	May 16, 1893
" "	2,225.	"	June 14, 1893
" "	1,000.	"	June 22, 1893
" "	500.	"	Aug. 13, 1893
" "	5,000.	"	Aug. 14, 1893
89 Elkador State Bank	2,500.	"	Sept. 6, 1893
" " "	3,000.	"	Sept. 8, 1893
" " "	1,000.	"	Sept. 13, 1893
" " "	2,500.	"	Sept. 15, 1893
" " "	1,000.	"	Sept. 17, 1893
" " "	1,250.	"	Sept. 20, 1893
" " "	2,500.	"	Oct. 5, 1893
" " "	2,500.	"	Oct. 15, 1893
First National Bank of Worcester	7,500.	"	June 26, 1893
First National Bank of Port Allegheny	1,250.	"	May 26, 1893
1st National Bank of Port Allegheny	2,500.	"	May 25, 1893
" " " " "	500.	"	June 16, 1893
" " " " "	2,500.	"	July 10, 1893
" " " " "	1,000.	"	July 24, 1893
" " " " "	500.	"	July 31, 1893
" " " " "	3,000.	"	Aug. 9, 1893
" " " " "	2,500.	"	Sept. 5, 1893
Farmers' Bank of Grass Lake	2,000.	"	June 17, 1893
First National Bank of Homer	2,000.	"	Jan. 16, 1893

Name of creditor.	Amount.	Rate of int.	To be computed from.
First National Bank of Poughkeepsie	2,000.	7 %	July 11, 1893
First National Bank of Poughkeepsie	778.25	"	July 20, 1893
First National Bank of "	2,000.	"	Aug. 7, 1893
First National Bank of "	450.	"	Aug. 15, 1893
First National Bank of Bristol	1,000.	"	July 24, 1893
" " " "	1,000.	"	July 28, 1893
First National Bank of Freeport	2,000.	"	Sept. 24, 1893
" " " "	1,750.	"	Oct. 25, 1893
" " " "	2,000.	"	Oct. 23, 1893
" " " "	1,500.	"	July 26, 1893
" " " "	1,400.	"	Sept. 22, 1893
" " " "	1,250.	"	Aug. 18, 1893
First National Bank of North Vernon	2,500.	"	Aug. 19, 1893
First National Bank of North Vernon	2,500.	"	Oct. 15, 1893
First National Bank of North Vernon	2,500.	"	Oct. 20, 1893
First National Bank of Decatur	5,000.	"	July 17, 1893
First National Bank of Lafayette	2,000.	"	July 31, 1893
" " " "	2,500.	"	Aug. 4, 1893
" " " "	3,000.	"	Aug. 9, 1893
Mrs. A. L. Finney	825.	"	Jan. 12, 1893
Greenwich National Bank	2,500.	"	May 26, 1893
" " "	1,500.	"	June 6, 1893
" " "	500.	"	June 9, 1893
" " "	3,333.33	"	Aug. 11, 1893
A. H. Huyck	2,325.	"	Oct. 22, 1893
Hopkinton Savings Bank	4,000.	"	July 16, 1893
" " "	4,000.	"	July 21, 1893
H. H. Hagensick	1,250.	"	June 13, 1893
Daniel Hoover	2,000.	"	Sept. 6, 1893
I. E. Hunt	500.	"	May 18, 1893
Lake Village Savings Bank	2,000.	"	Oct. 19, 1893
90 H. P. McClary	2,000.	"	Sept. 12, 1893
S. E. Miller	500.	"	Aug. 11, 1893
" "	778.25	"	July 20, 1893
Indiana County Deposit Bank	1,250.	"	Sept. 24, 1893
" " " "	2,500.	"	Oct. 15, 1893
National New Haven Bank	15,125.	6 %	Aug. 13, 1893
National Eagle Bank	1,250.	7 %	Aug. 23, 1893
" " "	725.	"	Sept. 11, 1893
National Bank of Lyndon	2,250.	"	June 5, 1893
National Bank of Lakeport	1,000.	"	May 26, 1893
Pacific National Bank	2,500.	"	Aug. 7, 1893
" " "	7,500.	"	Aug. 10, 1893
Pottsville State Bank	2,500.	"	July 17, 1893
" " "	750.	"	May 18, 1893
" " "	1,000.	"	June 27, 1893
" " "	3,000.	"	June 14, 1893
" " "	3,000.	"	July 13, 1893
" " "	3,000.	"	June 2, 1893
" " "	1,000.	"	May 14, 1893
" " "	2,500.	"	May 16, 1893
" " "	3,000.	"	Nov. 21, 1893
" " "	2,000.	"	July 14, 1893
John Riley	500.	"	June 28, 1893
Nellie B. Sherman	300.	"	July 24, 1893
S. A. Smith	1,632.50	"	May 23, 1893
B. R. Seymour	750.	"	Oct. 1, 1893
C. W. Thatcher	500.	"	Aug. 23, 1893
Wellsborough National Bank	2,000.	"	Sept. 6, 1893
C. B. Wetherby	500.	"	Feb. 1, 1893
Whetherby & Page	1,000.	"	May 14, 1893
Blackstone Canal National Bank	3,000.	"	June 16, 1893
" " " "	2,000.	"	July 11, 1893

	Name of creditor.	Amount.	Rate of int.	To be computed from.
	First National Bank of Webster, Mass.	2,650.	7 %	June 3, 1893
	" " " "	2,000.	"	June 15, 1893
	Monona State Bank.....	2,500.	"	May 21, 1893
	Monona State Bank.....	3,000.	"	Oct. 10, 1893
	Monona State Bank.....	1,000.	"	Aug. 25, 1893
	Monona State Bank.....	1,000.	"	Oct. 19, 1893
	Monona State Bank	2,656.50	"	July 26, 1893
	Monona State Bank.....	2,500.	"	Oct. 15, 1893
	Monona State Bank	1,000.	"	Aug. 28, 1893
	National Niantic Bank.....	3,000.	"	Sept. 15, 1893
	" " "	2,000.	"	Sept. 21, 1893
	National Bank of Brookville.....	2,000.	"	July 16, 1893
	" " "	1,000.	"	Sept. 16, 1893
	" " "	2,500.	"	Sept. 20, 1893
	" " "	1,000.	"	Sept. 27, 1893
	First National Bank of Calumet.....	4,863.70	"	July 28, 1893
91	First National Bank of Calumet.....	2,500.	"	Aug. 31, 1893
	" " "	1,500.	"	Sept. 8, 1893
	" " "	1,500.	"	Sept. 20, 1893
	" " "	1,000.	"	Sept. 27, 1893
	" " "	2,000.	"	Oct. 3, 1893
	" " "	500.	"	Oct. 5, 1893
	" " "	1,090.	"	Oct. 17, 1893
	First National Bank of Lake Linden.....	1,625.	"	Aug. 1, 1893
	" " " " "	2,296.82	"	Aug. 12, 1893
	" " " " "	500.	"	Sept. 18, 1893
	" " " " "	2,000.	"	Sept. 21, 1893
	" " " " "	1,250.	"	Aug. 24, 1893
	" " " " "	1,500.	"	Aug. 2, 1893
	" " " " "	2,000.	"	Apr. 13, 1894
	Merchants' & Miners' Bank of Calumet.....	2,500.	"	June 19, 1893
	Merchants' & Miners' Bank of Calumet.....	2,500.	"	Aug. 3, 1893
	" " " "	1,250.	"	Aug. 24, 1893
	" " " "	2,000.	"	Sept. 6, 1893
	" " " "	1,250.	"	Sept. 24, 1893
	" " " "	1,500.	"	Oct. 30, 1893
	Superior Savings Bank of Hancock, Mich..	4,500.	"	Aug. 14, 1893
	" " " " ..	5,000.	"	June 3, 1893
	" " " " ..	5,000.	"	July 3, 1893
	" " " " ..	5,000.	"	Sept. 20, 1893
	" " " " ..	1,000.	"	Aug. 2, 1893
	" " " " ..	2,000.	"	Nov. 4, 1893
	" " " " ..	2,000.	"	Apr. 30, 1894
	" " " " ..	2,500.	"	June 8, 1893
	" " " " ..	1,000.	"	Oct. 4, 1893
	" " " " ..	10,000.	"	June 1, 1893
	" " " " ..	10,000.	"	June 10, 1893
	" " " " ..	5,000.	"	June 15, 1893
	" " " " ..	5,625.	"	Aug. 25, 1893
	People's National Bank of Salem..... ...	4,000.	"	June 17, 1893
	" " " "	1,333.34	"	Sept. 20, 1893
	" " " "	1,500.	"	Aug. 22, 1893
	" " " "	4,000.	"	Sept. 28, 1893
	" " " "	1,750.	"	Oct. 17, 1893
	" " " "	2,000.	"	Oct. 18, 1893
	National White River Bank.....	3,000.	6 %	Aug. 4, 1893
	" " " "	4,000.	"	Sept. 15, 1893
	" " " "	3,000.	"	May 21, 1893
	Vilas National Bank..... ..	1,500.	7 %	May 26, 1893
	" "	2,000.	"	June 5, 1893
	" "	1,500.	"	June 6, 1893
	" "	1,250.	"	June 13, 1893
	" "	778.25	"	July 20, 1893
	" "	500.	"	July 24, 1893
92	" "	2,500.	"	Aug. 2, 1893

Name of creditor.	Amount.	Rate of int.	To be computed from.
Elkhart National Bank	5,000.	7 %	May 18, 1893
First National Bank of Kewanee	3,000.	"	June 6, 1893
" " " "	2,000.	"	June 9, 1893
" " " "	3,375.	"	June 12, 1893
" " " "	4,000.	"	July 17, 1893
" " " "	1,000.	"	July 19, 1893
" " " "	778.25	"	July 20, 1893
" " " "	2,633.34	"	Aug. 15, 1893
" " " "	6,500.	"	Aug. 13, 1893
" " " "	2,500.	"	Aug. 14, 1893
" " " "	1,000.	"	May 14, 1893
" " " "	2,750.	"	May 21, 1893
" " " "	3,000.	"	June 2, 1893
" " " "	2,500.	"	July 13, 1893
" " " "	3,000.	"	Aug. 21, 1893
" " " "	2,000.	"	Aug. 22, 1893
" " " "	3,000.	"	Sept. 11, 1893
" " " "	1,500.	"	Sept. 13, 1893
National Bank of Vergennes	5,500.	"	Oct. 1, 1893
S. W. Pomeroy	3,000.	"	May 17, 1893
" "	2,500.	"	May 16, 1893
" "	2,500.	"	May 19, 1893
" "	4,225.	"	June 17, 1893
" "	2,750.	"	June 19, 1893
" "	1,375.	"	July 18, 1893
" "	4,000.	"	July 31, 1893
" "	2,123.50	"	July 20, 1893
" "	2,500.	"	July 21, 1893
First National Bank of Lockhaven	2,633.35	"	Jan. 20, 1893
" " " "	2,000.	"	Aug. 4, 1893
" " " "	4,000.	"	July 24, 1893
First National Bank of Sharon	2,000.	"	Sept. 6, 1893
" " " "	3,000.	"	Sept. 10, 1893
" " " "	1,500.	"	Sept. 23, 1893
" " " "	3,500.	"	Sept. 20, 1893
" " " "	2,500.	"	Sept. 21, 1893
People's State Bank of Mazo Manie	1,000.	"	June 5, 1893
Second National Bank of Mechanicsburg	2,500.	"	Aug. 24, 1893
First National Bank of Merrill	3,462.50	"	May 14, 1893
First National Bank of Pittston	915.29	"	May 21, 1893
" " " "	400.	"	June 2, 1893
" " " "	1,333.33	"	Sept. 29, 1893
" " " "	2,650.	"	June 3, 1893
" " " "	2,376.	"	June 5, 1893
" " " "	2,500.	"	Sept. 2, 1893
" " " "	2,500.	"	May 26, 1893
Citizens' National Bank of Winterset	2,500.	"	Aug. 2, 1893
Citizens' National Bank of Winterset	2,000.	"	Aug. 3, 1893
93 Farmers' State Bank of Concord	1,000.	"	Aug. 23, 1893
" " " "	325.	"	Aug. 14, 1893
" " " "	1,500.	"	Sept. 8, 1893
Dillsbury National Bank	2,500.	"	Aug. 31, 1893
" " "	2,500.	"	Sept. 5, 1893
First National Bank of Renovo	1,500.	"	July 26, 1893
" " " "	2,500.	"	Oct. 19, 1893
" " " "	2,000.	"	Oct. 17, 1893
Pomeroy & Mitchell	2,500.	"	Sept. 1, 1893
" "	5,333.33	"	Sept. 11, 1893
" "	1,250.	"	Sept. 6, 1893
" "	5,500.	"	Sept. 13, 1893
" "	2,840.	"	Sept. 15, 1893
" "	2,000.	"	Oct. 3, 1893

Name of creditor.	Amount.	Rate of int.	To be computed from.
First National Bank of Garner	500.	7 %	July 24, 1893
" " " "	1,500.	"	July 26, 1893
" " " "	1,200.	"	July 23, 1893
" " " "	3,000.	"	Aug. 9, 1893
" " " "	1,460.	"	Sept. 28, 1893
Northern Trust Company, as assignee of Minnesota Agricultural Co	3,000.	"	May 21, 1893
Marietta D. Barnes	1,000.	"	Oct. 9, 1893
L. E. Clark	5,000.	"	May 14, 1893
Joel Linsley, agent	3,000.	"	July 26, 1893
" " "	500.	"	Aug. 11, 1893
" " "	1,000.	"	Aug. 23, 1893
" " "	1,000.	"	Sept. 1, 1893
" " "	2,000.	"	Oct. 18, 1893
" " "	2,500.	"	Oct. 22, 1893
Thomas Lowry	25,000.	"	May 12, 1893
Sharon National Bank	2,500.	"	M'ch 22, 1893
" " "	2,500.	"	M'ch 18, 1893
Mrs. G. S. Barnes	235.	6 %	June 1, 1893
Mrs. F. E. Mellen	5,284.07	"	May 16, 1893
Mrs. F. E. Mellen	100.	"	Dec. 13, 1892
H. E. Mellen	550.	"	May 16, 1893
J. D. Skone	700.	5 %	Dec. 1, 1892
J. C. Reeve	500.	6 %	M'ch 1, 1893
J. C. Reeve	1,000.	"	Sept. 2, 1892
James McIlwain	204.	5 %	Apr. 15, 1893
Monroe Cox	30.00	5 %	Dec. 7, 1892
" "	263.27	"	Apr. 1, 1893
" "	80.	"	Apr. 29, 1893
L. Kimball Printing Company	1,070.84	7 %	Oct. 6, 1893
Lehigh Valley Trust & Safe Deposit Company	2,548.93	7 %	Aug. 25, 1893
Journal Printing Company	100.79	"	June 1, 1893
Frank P. Bennett	89.22	6 %	June 1, 1893
94 Merchants' National Bank of St. Johnsbury	2,079.04	7 %	May 19, 1893
Frank P. Hulsizer	953.	"	May 8, 1893
Tradesman's National Bank	12,803.19	"	May 12, 1893
G. Walker, trustee	33,226.70		

Endorsed: Filed Feb. 11, 1897. C. N. Dickey, clerk. By H. J. Altnow, deputy.

95 STATE OF MINNESOTA, }
County of Hennepin. }

District Court, Fourth Judicial District.

ARTHUR R. ROGERS, Plaintiff,
vs.
THE MINNEAPOLIS TRUST CO., as Receiver of the Northwestern Guaranty Loan Company, *et al.*, Defendants.

I, William E. Hale, having been appointed receiver in the above-entitled matter or action, do hereby accept said appointment and said receivership.

Dated this 10th day of February, 1897.

WILLIAM E. HALE.

Endorsed: Filed Feb. 11, 1897, C. N. Dickey, clerk. By H. J. Altnow, deputy.

Know all men by these presents, that William E. Hale, of Minneapolis Minnesota, as principal, and National Surety Company, a corporation duly organized, created and existing under and pursuant to the laws of the State of Missouri, as surety, are held and firmly bound unto the State of Minnesota, in the sum of twenty-five thousand dollars ($25,000) lawful money of the United States of America, to be paid the State of Minnesota, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators and successors firmly by these presents.

Sealed with our seals and dated this tenth day of February, A. D. 1897.

The condition of this obligation is such, that,

Whereas, an action was heretofore commenced in the district court of Hennepin county, State of Minnesota, fourth judicial district, by Arthur R. Rogers, plaintiff, against The Minneapolis Trust Company, as receiver of the Northwestern Guaranty Loan Company, and other persons, as defendants, and the stockholders of said Northwestern Guaranty Loan Company, to enforce their liability as stockholders of said Northwestern Guaranty Loan Company for the benefit of the creditors of said Northwestern Guaranty Loan Company; and

Whereas, said cause was thereafter tried and determined by the court, without a jury, and on the 8th day of February, 1897, a final decision was made and rendered, in which it was ordered and directed, among other things, that a judgment be entered against all said stockholders residing in the State of Minnesota and over whom the court had jurisdiction, to the amount of the face value of the stock held and owned by them. And the court, in such findings and order, then appointed the said William E. Hale as receiver in such proceedings, to collect said judgments and the money due from said stockholders, for the purpose of having the same distributed for the benefit of all intervening claimants in said action, and the bond fixed by the court, which the said receiver is required to give, is twenty-five thousand dollars ($25,000).

Now, therefore, if the said William E. Hale shall faithfully and justly perform all the duties of his trust as such said receiver, and comply with all the orders and directions of said court in relation thereto, and in all respects perform the duties enjoined upon him by law, then the above obligation to be void, otherwise to remain in full force and effect.

96 In witness whereof, said William E. Hale has hereunto set his hand and seal, and said National Surety Company has

caused its name to be subscribed and its corporate seal to be affixed hereto the day and year first above written.

WILLIAM E. HALE. [SEAL.]
NATIONAL SURETY COMPANY,
By W. B. JOYCE,
Resident Vice-President.
L. L. CHILDS,
[CORPORATE SEAL.] *Resident Ass't Secretary.*

Signed, sealed and delivered in presence of—
JOS. H. FORD.
E. W. DAVIS.

STATE OF MINNESOTA, } ss:
County of Hennepin, }

On this tenth day of February, A. D. 1897, before me, a notary public within and for said county, personally appeared William E. Hale, to me known to be the person described in and who executed the foregoing instrument as principal, and acknowledged that he executed the same as his own free act and deed.

ROME G. BROWN,
Notary Public, Hennepin County, Minnesota.

[NOTARIAL SEAL.]

STATE OF MINNESOTA, } ss:
County of Hennepin, }

Be it remembered that on this 10th day of February, A. D. 1897, before me personally appeared William B. Joyce and L. L. Childs, to me personally known, who being by me severally sworn say: The said William B. Joyce says: That he is resident vice-president of the National Surety Company; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its board of directors.

And the said L. L. Childs says: That he is the resident assistant secretary of said company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of the said corporation by authority of its board of directors.

And the said William B. Joyce and the said L. L. Childs each acknowledge *that* the said instrument to be the free act and deed of said corporation.

F. A. CUTLER,
Notary Public, Hennepin County, Minnesota.

[NOTARIAL SEAL.]

97 STATE OF MINNESOTA, }
Department of Insurance. }

ST. PAUL, MINN., *January* 5, 1897.

I, D. C. Lightbourn, deputy insurance commissioner of the State of Minnesota, do hereby certify that the National Surety Company of Missouri is a corporation organized under the laws of the State of Missouri, and is authorized under its charter to guarantee the fidelity of persons holding places of public or private trust; to guarantee the performance of contracts other than insurance policies, and to execute and guarantee bonds and undertakings required or permitted in actions and proceedings at law. That it appears to my satisfactiou, from sufficient evidence on file in my office of commissioner of insurance of said State of Minnesota, that said corporation, the National Surety Company of Missouri, has furnished the same security which is required by law and the regulations of my department of life insurance companies, under the provisions of sections 355 to 358 inclusive, of chapter 34, General Laws of the State of Minnesota of One Thousand Eight Hundred and Seventy-eight (1878).

In witness whereof I have hereunto set my hand and affixed my official seal, the day and year first above written.

D. C. LIGHTBOURN,
[OFFICIAL SEAL.] *Deputy Insurance Commissioner.*

Endorsed: I hereby approve the within bond and the surety thereon. Dated Feb'y 11th, 1897. Charles B. Elliott, district judge. Filed: Feb. 11, 1897, C. N. Dickey, clerk. H. J. Altnow, deputy.

98 STATE OF MINNESOTA, }
County of Hennepin, } *ss:*

District Court, Fourth Judicial District.

ARTHUR R. ROGERS, Plaintiff,
against

MINNEAPOLIS TRUST COMPANY, as Receiver of the Northwestern Guaranty Loan Company; Louis F. Menage, Edwin A. Norton; Louis F. Menage and William S. Streeter, Trustees; W. S. Streeter; J. M. Addeman, Trustee; Walter C. Rodman, Montana Trust Company, H. C. Hardon, Geo. Kiernan, H. W. Allen, Cyrus J. Anderson, Loren C. Ayer, William F. Andrews, Elizabeth A. Allen, Geo. E. Ashley, F. E. Alfred, Ella J. Ackley, D. R. Allison, W. S. Allis, E. L. Ainsley, Edward P. Allison, Gertrude Allison, L. F. Aldrich, Willis R. Armstrong, Lewis W. Anthony, C. H. Austin, W. H. Blaisdell, Addie P. Baker, C. H. Bailey, George Brainerd, Geo. P. Blair, Nettie A. Bassett, E. Baldwin, H. T. Baldwin, Ellen Baldwin, B. M. Braley, A. P. Braley, Henry Ballard, F. W. Ballard, Geo. H. Bartlett, Adeline W. Batchelder, Lydia R. Bartlett, E. C. Blanchard, George H. Bartlett, Cornelia W. Ball, Elizabeth V. Bailey, E. W. Baxter, Estate of William Breck, K. A. Benedict, Ben. S. Benton, Laurette Bingham, William R. Bridges, Addie I.

Bibber, Reed B. Bontecou, W. A. Brooks, James W. Brock, Alson Brown, Fred A. Brown, Elizabeth J. Brown, Samuel N. Brown, A. A. Brooks, William Burnham, Fannie E. Buckminster, Gates B. Bullard, Albert F. Burdette, Geo. Burnham, Jr., Joseph A. Budlong, Geo. A. Buffum, Frank H. Clark; The Capital Fire Insurance Company of Concord, N. H.; Mary E. Carpenter, Harvey Carpenter, S. E. Caswell, Frank B. Carr, Maria P. Clark, William H. Clark, Isabel H. Charlton, James Clark, Helen M. Clark, F. R. Chase, James Caird, James H. Carpenter, H. Maria Capron, Albert E. Calder, Silas Carey, James E. Case, Ellis Clark, William P. Chamberlain, Mary E. Carpenter, E. A. Chittenden, W. A. Childs, Daniel Coffrin, Ellis M. Coe, Charles Cobb, John H. Converse, David Coe, A. A. Coe, Charles H. Cross, L. Bart Crose, Ira Colby, F. H. Colby, William H. Cook, William G. Crocker, Hezekiah Conant, N. Stanton Coffin, Elizabeth M. Colt, Geo. W. Cornell, James M. Crowell, Mrs. R. K. Leverett Cushman, Henry L. Cushman, J. Jay Dana, S. W. Dana, Elmer A. Darling, A. B. Darling, Wilbur P. Davis, William L. Damon, Edwin Davis, Carrie L. Dean, Alfred J. Dean, Jane V. Delano, John W. Dean, W S. Dewey, J. J. Dewey, D. C. Dennison, Elizabeth Dean, William E. Dean, Fred W. Dean, George F. Dean, J. E. Dickerman, J. E. Dwinnell, Lucy F. Dillaway, Clara E. Dickson, Wm. M. Dickson, John C. Dickson, H. L. Dickerman, Walter Dole, O. G. Dort, Oliver H. Durrell, Sophia G. Durrell; Geo. B. Davis and Phil T. Walker, Executors; J. L. Edwards, Nancy J. Elms, Jacob Edwards; W. T. Emerson, Guardian; Estate of Stephen Emigh,
Thomas Fairbrother, Mrs. William P. Fairbanks, Edward
93 T. Fairbanks, William P. Fairbanks, Francis A. Fales,
Mrs. O. F. Fassett, Amasa Fairbrother, Myron Fairbrother, Freewill Baptist Printing Establishment, The Freewill Baptist Education Society; Loren Fletcher and Charles M. Loring, as Partners as L. Fletcher & Co.; Anna T. Fernald; E. N. Fernald, Guardian; The Freewill Baptist Foreign Miss. Society, A. Clark Fellows; Eustace W. Fisher, Executor; The Fire Underwriters' Association, Mary F. Field, Edwin P. Fisher, Isadora C. W. Fisher, Launcelot Foster, De Forest Fox, Mrs. H. E. Folsom, W. H. Ford, H. R. Flower, Sophia Flower, Rufus S. Frost, Albert G. Flower, Geo. B. Ford, Cashier; James M. Foss, Mariette A. Ford, Lucyett Fowler, The Galveston Trust Company, Joseph M. Gazzam, J. Herbert Gardner, William C. Gage, The Granite Savings Bank and Trust Company, Nelson M. Gay, Henry D. Gregory, George B. Greenslet, Dascon Green, J. McGregor Gibb, H. H. Gilson, E. H. Goodhue, Timothy M. Griffing, David A. Gorton, Emiline F. Godfrey, Edward H. Gourley, E. Hiram Goodhue, Ellen M. Goodhue, J. E. Goodrich, Egbert Guernsey, Fitzedward Hall, Henry R. Halleway, Emma E. Haman; W. H. Harrison, Ag't; William Hacker, Henry Haines, Estate of Mrs. Caroline B. Hadley, Perley F. Hazen, R. W. Harrison, James R. Hall, Mabel Hall, Ammi R. Hahn, Fred S. Hall, Earl P. Hawes, John D. Hatch; Amy F. Hall, Administratrix; Mrs. E. L. Hatch, Samuel A. Hendrickson, Helena Trust Company, Ernst Hitz, William

Higgins, Julia C. Higgins, Edmund F. Higgins, Alfred K. Hills, Benjamin Hinman, James I. Hilliker, Salmer P. Hibbard, Hadley F. Higgins, Clara T. Hitchcock, H. A. Hitchcock, Geo. M. Howe, Alex. Holmes, Caroline Holmes, O. O. Howard, Grace R. Houghton, S. Frank Holley, C. P. Hogan, Henry C. Howe, J. W. Hobart, C. T. A. Humphrey, Thomas L. Hutchins, John H. Husted, Melancie E. Hutchins, Harry M. Hutchins, Sterns Hutchins, Ruhamah P. Inman, Charles L. Jackman, Stephen M. Jacquith, C. H. Jones, Geo. E. Johnson, Anna Warner Johnson, C. H. Joslyn, Peter Joslyn, Keene Guaranty Savings Bank, F. L. Keay, Mary G. Kenney, Charles W. King, Robert R. Kimball, James E. Kimball, James M. Kimball, William B. Kimball, Laura B. Kimball, Geo. Kiernan, Rudolph Koradi, Marie Landon, Henry S. Lawrence, Lucia D. Lane; Mary C. Lawrence and P. J. Farrell, Administrators; Martha H. Leverett, A. L. Leach, C. N. Leonard, J. Bertram Lippincott, Geo. L. Littlefield, H. T. Lillibridge, Thomas Lowry, Frank W. Lebdell, Manufacturers' and Merchants' Mutual Insurance Company, Effingham Maynard, C. H. Manchester, Smith D. Mackey, John Mason, Fannie H. Maynard, Emma L. Maynard, Drusilla H. Manson, F. S. Mackinzie, Eliz. S. Manchester, Mary E. Marks, B. H. Marshall, Frank A. Merrill, Amanda A. Menage, Bessie M. Menage, Edwin F. Morse, Helen Morse, H. M. Morse, Geo. A. Morse, Martha J. Morse, Bessie Owens Morse, Charles C. Munford, E. B. Munford, Thomas S. McLam, Estate of Mrs. E. McLeod, Mrs. A. H. McLeod, Maud E. McLeod, James McDowell, William McFarland, Owen F. McCabe, Margaret C. McLaren, Lucia E. McNeil, Charles J. McKenzie, Nettie L. Nay, B. M. R. Nelson, Nath. F. Nye, Philip H. Neher, Neher & Carpenter, Mrs. J. W. Nickerson, L. P. Norton, William H. Noyes, John M. Norris, C. H. Olmstead, Orleans Trust Company, E. C. Parker, William S. Palmer, A. D. Paige, Howard S. Paine, Sarah Potter Paine, Louisa J. Prescott, Julius E. Prescott, Harriet M. Perry, Sarah A. Perkins, Curtiss H. Pettit, Anna M. Penniman, Willie E. Prescott, John H. Peckett, Charles P. Peret, Pennsylvania Company for Insurance on Lives and Granting Annuities,
100 Trustee for Mary Anna Gazzam under Will of John G. Reading, Deceased; F. T. Perkins, Geo. H. Perkins, Mary K. Perot, Charles W. Pickering, Geo. A. Pillsbury; The Philadelphia Trust, Safe Deposit and Insurance Company, Trustee for Mary Anna Gazzam under Will of John G. Reading, Deceased; Edward G. Pittman, W. N. Potter, C. A. Prouty, James H. Porter, Charles H. Raney, Walter A. Read, Caleb S. Ridgeway, A. J. Richardson, Samuel Ricker, Mary A. Ripley, Geo. C. Ripley, Catharine F. K. Rix, Abram T. Rose, Homer E. Royce, Hiram S. Rogers, Robert M. Roive, Franklin B. Rogers, Nancy B. Rose, Abigail Rodman, William H. Rowe, Mrs. J. R. Roblin, Florence P. Robinson, Charles W. Ruiter; Chas. H. Sprague, Trustee; J. Bunford Samuel, Mary J. Sanborn, Joel F. Sanborn, Mrs. N. C. Sanborn, W. J. Stanton, Jr., Walter H. Shaefer, Charles M. Swain, Hettie T. Sprague, Henry S. Sprague, Samuel S. Sprague, John Stanton, Wesley Sargent, Minnie E. Stenson, Geo. W. B. Snell, Mary E.

Shed, Anna K. Sheldon, Wm. B. Stevens, Henry Smilee, Nellie S. Baker Smith, Walter P. Smith, Susan H. Smith, Mary L. Smith, Isaac B. Smith, Fred E. Smith, William J. Simmons, James F. Shipman, J. Elliot Smith, Charles J. Shoemaker, Carrie M. Story, A. C. Stocking, Jos. C. Snow, Melanie M. Stussy, Thomas Stuart, Elbra S. Taggart, A. P. Taft, E. D. Thayer, Charles S. Tanner, James M. Tyler, Elmira O. Titus, J. O. Tilton, Jeremiah D. Tilton, Jno. C. Tilton, Stephen H. Tilden, H. J. Town, Geo. R. Thompson, Martha Towle, George Towle, Walter V. Towle, Mrs. Geo. Towle, Payson Tucker, Richard Tull, L. A. Tuxbury, George Turner, Cyrus Underwood, Edwin Underwood, Geo. M. Vail, Charles T. Walker, Mary L. Watson, Samuel W. Wray, Mary E. Ward, Geo. Wagg, W. D. Washburn, Alfred E. Watson, Josiah A. Wait, R. C. Waite, Charles W. West, Edward G. West, Albert B. Weimer, Rebecca H Weld, Gardner Wetherby, Oren Westcott, H. T. Wetherby, Henry L. Wetherby, E. M. Weston, Charles F. Wignall, J. F. Wright, Sara C. Wilkes, Austin Wright, Charles H. Wilson, Squires J. Wilson, Calvin Wilcox, Alpheus Wilt, Mary Wilt, Helen G. Williamson, S. L. Wiswell, Florence Wilson, D. Q. Woodruff, Irving S. Woodruff, Horace N. Woodruff, Rawson L. Wood, B. W. Woodward, H. E. and D. Q. Woodruff, William J. Wyley, W. A. Wheeler, and Northwestern Guaranty Loan Company, William Toothe, Mrs. A. G Thompson, Defendants.

101 *Judgment and Decree.*

The above-entitled action, having been instituted in this court by the above-named plaintiff, in behalf of himself and all other creditors of defendant Northwestern Guaranty Loan Company against said defendant Northwestern Guaranty Loan Company, and all and several the stockholders therein (who were such on the 20th day of May, 1893,) for the purpose of enforcing the superadded stockholders' liability for corporate debts imposed by the constitution of this State; and due notice having been given, conformably to the laws of this State, to all creditors of said defendant Northwestern Guaranty Loan Company, who desired to participate in any recovery herein, to intervene in said cause and duly present their verified claims for allowance; and pursuant to such notice and order the various creditors, hereinafter specified, having filed their duly verified claims against said defendant Northwestern Guaranty Loan Company and having duly intervened in this cause; and process herein having been duly served on all and several the defendant stockholders residing within the State of Minnesota; and, subsequent to the expiration of the time limited by said order, said cause having been duly placed on the calendar of this court for the April, A. D. 1895, general term thereof, and thereafter having been duly brought on for trial before this court, and findings of fact and conclusions of law having been by the court duly made and entered herein.

Now therefore, pursuant to said findings and order for judgment

and on motion of W. E. Hale, Esq., attorney for plaintiff herein, it is hereby adjudged, and decreed as follows, to wit:

First. That the defendant Northwestern Guaranty Loan Company was, on the first day of May, 1884, duly incorporated under the general laws of the State of Minnesota, to wit: Title two (2) of chapter thirty-four (34) of the General Statutes of 1878, and the amendments thereto, and ever since said date has continued to be a corporation organized, created and existing under and by virtue of said laws.

Second. That on the 20th day of May, 1893, in proceedings duly instituted and pending in this court, said defendant Northwestern Guaranty Loan Company was duly adjudged to be insolvent and a receiver of all and several the properties and assets of said corporation duly appointed by this court, in conformity to the provisions of the general insolvency laws of this State, to wit: chapter 148 of the General Laws of 1881, and the acts amendatory thereof, and that since said date all and several the properties and assets of said corporation, applicable to the payment of its debts, have been, and still are, within the jurisdiction of this court for purposes of administration in said insolvency proceedings.

Third. That the total capital stock issued by defendant Northwestern Guaranty Loan Company consisted of twelve thousand five hundred shares of the par value of one hundred dollars per share, all whereof was outstanding at the date of the adjudication of insolvency aforesaid and at said date held and owned by the several defendants herein, in the several amounts as hereinafter more fully set forth.

Fourth. That the total aggregate value of the entire corporate assets, applicable to the payment of the corporate indebtedness of said defendant Northwestern Guaranty Loan Company, hereinafter adjudged and determined, is four hundred and forty thousand dollars, and no more.

102 Fifth. That the amount of the principal of the outstanding valid subsisting indebtedness of said defendant Northwestern Guaranty Loan Company was, at the date of the adjudication of insolvency aforesaid, and still is, the sum of two million five hundred and forty-three thousand six hundred and eighty-nine and $\frac{29}{100}$ dollars ($2,543,689.29), all whereof was, at said date, and still is, held by this plaintiff and the several intervening plaintiffs herein, in the several amounts, with interest added, as hereinafter specifically adjudged and decreed.

Sixth. That the maximum liability imposed by the constitution and laws of this State upon corporate stockholders be imposed and enforced as against each and every stockholder of said Northwestern Guaranty Loan Company, holding stock therein as of the date of the adjudication of insolvency as aforesaid. That accordingly, each of such stockholders is liable for and shall pay and contribute to and for the equal benefit of the ascertained creditors of said corporation, a sum equal to the par value of the stock held by him at the date of the said adjudication of insolvency.

That the several stockholders of said defendant Northwestern

Guaranty Loan Company, together with their several holdings and the amount for which each is severally liable to contribute are as set forth in Schedule "B" hereto attached and made part hereof, as though set out herein in full.

Seventh. That plaintiff, Arthur R. Rogers, recover of said defendant Northwestern Guaranty Loan Company herein, the sum of fifty-eight and $\frac{82}{100}$ ($58.82) dollars.

Eighth. That said several intervening plaintiffs severally recover from the defendant Northwestern Guaranty Loan Company the several sums set opposite their respective names, all as in Schedule "A" hereto attached set forth, and hereby made part hereof, as though set out herein in full.

Ninth. That the following-named parties, being all the stockholders of said Northwestern Guaranty Loan Company resident within the State of Minnesota, pay to and for the equal benefit of said ascertained creditors the several sums set opposite their respective names, as follows, to wit:

William D. Washburn	$1,000.00
Florence P. Robinson	1,000.00
George C. Ripley	1,000.00
George A. Pillsbury	4,000.00
Curtiss H. Pettit	1,000.00
Thomas Lowry	10,000.00
Cynthia A. Lillibridge, as executrix of the estate of H. F. Lillibridge, deceased	3,000.00
L. Fletcher & Co.	1,000.00
George F. Dean	200.00
Fred W. Dean	200.00
William E. Dean	200.00
Elizabeth Dean	200.00
Carrie L. Dean	2,500.00
Alfred J. Dean	6,200.00
N. Stanton Coffin	1,000.00
William G. Crocker	13,100.00
F. R. Chase	16,000.00
Benjamin S. Benton	2,000.00
William S. Streeter, trustee	4,600.00
William S. Streeter	2,000.00

103 And that the said plaintiff and intervening creditors heretofore ascertained have and recover from said several parties the respective sums hereinbefore and in this subdivision mentioned and set opposite the name of each as above.

Tenth. That for the purpose of enforcing and collecting said judgments and all thereof and any and all liability thereon or in anywise incident thereto, and any and all liability upon the part of non-resident stockholders of said Northwestern Guaranty Loan Company, against whom no personal judgment for the ascertained liability is herein rendered, and disbursing the amounts so collected as hereinafter provided, W. E. Hale, Esq., has been by the order of

this court appointed receiver and has given bond in the sum of twenty-five thousand dollars, and qualified as such receiver.

That by the terms of said order of appointment said receiver was and hereby is authorized, empowered and directed to take any and all appropriate or necessary steps or proceedings for the purpose of collecting the judgments herein rendered and was and hereby is authorized, empowered and directed to take any and all necessary or appropriate steps or proceedings against the non-resident stockholders of said defendant Northwestern Guaranty Loan Company against whom no personal judgment herein has been ordered, for the enforcement and realization upon their aforesaid stockholders' liability, and to that end said receiver be and hereby is authorized, empowered and directed to institute and prosecute all such actions or proceedings in foreign jurisdictions as may be necessary or appropriate to this end.

Eleventh. That execution upon all or any of said judgments shall upon the application of said receiver be issued in the name of the above-named plaintiff and that any and all funds thereon realized shall be paid to said receiver, to be held by him and disbursed by order of this court, as hereinbefore provided.

Twelfth. That out of any amounts realized by said receiver, there be allowed and paid by him to E. A. Montgomery, the referee heretofore appointed herein by this court, as and for his compensation and services as such referee, the sum of three hundred ($300) dollars.

Thirteenth. That out of any amounts realized by said receiver herein there be allowed and paid to the above-named plaintiff, as and for the costs and expenses by him herein incurred, the sum of three hundred thirty and $\frac{22}{100}$ ($330.22) dollars, and a reasonable fee to plaintiff's attorney herein, W. E. Hale, Esq., which is hereby fixed and allowed in the sum of twenty-five hundred dollars ($2,500), which allowance shall include and cover any services performed by said W. E. Hale, as receiver herein, in the collection of the judgments herein rendered against the stockholder defendants residing within this State.

Fourteenth. That any and all moneys collected by said receiver be held by him subject to the further order of this court in the premises.

Fifteenth. That this court retain jurisdiction of this cause until adjustment of all and several the rights and liabilities of the respective parties hereto.

Dated November 3d, A. D. 1897.

By the court:

C. N. DICKEY,
Clerk of District Court.

104 SCHEDULE "A."

Name of creditor.	Amount.
A. C. Abbott	$127.60
Nancy W. Ashby	638.
Simon Allen	645.50
Trustees of Abington Lodge, K. of P.	879.20
Geo. L. Ayers	643.
Mary L. Austin	192.15
Jennie Ayers	128.60
Elvira E. Allen	580.06
Harriet B. Ainsworth	254.20
J. B. Ackley	757.60
Abbie H. D. Baker	63.80
J. C. Blanchard	628.
Christopher Burch	1,519.20
Abel Brown	1,248.50
Livonia P. Burch	306.50
Fred F. Badger	129.60
Rhoda Barker	638.
A. W. Benton	2,522.
A. W. Benton, executor	2,542.
James D. Bennett	4,476.
Carrie L. Ball	1,286.
Sarah R. Beatty	12,810.
Sarah D. Brownell	384.30
Ida A. Blake	255.20
James Buxton	643.
Allison O. Blake	889.20
W. J. Braiseth	7,656.
Orrin R. Burdick	385.60
W. T. Baker	1,286.
Abram Barker	506.40
Ella J. Booth	640.50
S. C. Bates	640.50
Geo. S. Breed and Caroline M. Breed	1,271.
Jos. Bonneville	382.80
Janette W. Burton	188.65
Anna S. Brown	1,266.
J. D. Brown	2,861.
Ella Burch	63 55
C. C. Binney	3,945.60
Frank Bradley	192.90
Fred Burch	508.40
Abel Brown	1,278.50
S. E. Burr	1,901.50
Jennie B. Bemis	1,256.
Mary E. Carter	4,531.
James B. Cone	2,552.
James B. Cone, trustee	3,798.
Ben F. Colcord	1,296.
Emily Colcord	259.20
J. C. Closson	256.75
Nancy P. Colcord	633.
Samuel C. Clark	1,266.
Ann J. Clark	5,043.10
Clara L. Cummings	633.
Daniel M. Cota	873.20
Junius Collins	2,572.
May H. Cowdrey	1,278.50
W. H. Cotton	256.20
Emma D. Colcord	1,924.
Hattie Closson	127.60
Thomas Colwell	25,420.
Maria Cole	$633.
Carrie M. Clark	128.10
Hannah A. Coggins	1,281.
A. A. Chase	899.20
Adam Cavers	11,413.50
A. N. Chase	638.
F. W. Carpenter	64.80
Annie Chambers	3,215.
William I. Carter	5,819.50
Marion Case	1,359.60
Lucia Case	2,547.
George Derrick	1,291.
Sarah J. Dillingham	380.05
Jennie E. Dillingham	316.
Harriet L. Dexter	643.
Irene H. Dexter	643.
W. L. Damon	638.
James M. Davis	5,694.52
Jane Dunne	1,276.
F. A. Dodge	640.50
Catherine C. Dana	1,276.
Emma T. Dailey	635.50
Luke T. Day	1,924.
Anna M. Dewey	1,281.
Mary G. Danforth	12,727.50
Loomis Eames	638.
Kate W. Emerson	642.
E. O. Eldridge	1,543.20
Mellisa S. Edwards	6,430.
East Greenwich Institute	6,355.
Amasa D. Field	1,286.
105 Hannah B. Ford	643.
E. E. Farrar	634.02
Seymour Farrar	507.40
Fayette County National Bank	5,144.
Sarah J. Foster	378.30
Margaret Foster	1,904.
First Congregational Society	768.60
Charles F. Gordon	1,551.20
Julia M. Gilkey	762.10
O. H. Freeman	5,114.
Edwin L. Griffin	1,041.30
J. W. Grubb	1,271.
John Gibson	384.30
Benjamin Gillet	1,276.
A. Gorton	22,143.80
Greenwich National Bank	5,084.
Harold Goodwin	1,403.60
Mary H. Goodrich	771.60
Mary J. K. Gilbert	630.50
M. Gilmore	1,286.
Mrs. L. O. Green	1,271.
Caroline A. Gage	635.
Lydia Gaylord	5,064.
Willard Harris	578.70
John M. Hulett, adm'r.	382.30
H. Hollister	385.30
E. Hurd	1,271.
A. Hatch	638.
Abbie J. Hitchcox	129.10
H. W. Hanson	385.80

Name of creditor.	Amount.
Cornelia B. Hanson	$2,552
Sarah A. Herbert	253.70
Jane W. Horner	2,033.60
J. J. Hough	1,929.
Laura R. Hart	635.50
W. C. Hennis	1,271.
George A. Harris	638.
Samuel A. Hill	1,261.
Frank P. Hulsizer	864.70
Emily Hermance	4,268.85
Julia P. Harmon	574.20
Almira A. Hemenway	127.60
Georgiana Hall	4,483.50
George T. Howard	638.
Julia B. James	1,281.
George A. Jenks	635.50
P. B. Jones	648.
Samuel M. Knowles	3,813.
H. G. Kimball	638.
L. C. Kendall	2,169.20
Mary Kimball	633.
Sewall Lancaster	643.
Rebecca S. Lewis	256.20
T. E. Lufkin	653.
A. F. Lewis	2,612.80
W. M. Lansdale	2,042.10
Martha E. Loomis	442.10
A. E. Loomis	633.
Hannah Lee by Chas. Lee	63.05
Chas. Lee	189.15
Prudence G. McGilony	638.
Geo. McClure	1,276.
Cornelia McChesney	9,577.50
Amy D. McClean	640.50
Mary McCaslin	1,231.
Mary McGowan	638.
Bella C. McCall	64.30
Wm. McFarland	640.50
James A. McCauley	2,572.
Emily A. McCabe	1,276.
Alice D. Munford	385.80
E. G. Murphy	510.40
Mary E. Miller	755.60
F. E. Merrill	2,542.
Rebecca Mills	1,839.
Henrietta W. Martin	379.80
Matilda P. Nichols	1,914.
Mrs. J. W. Nickerson	630.50
O. H. Nickerson	653.
Cordelia Nickerson	653.
Kate N. Nickerson	653.
A. A. Niles	1,946.50
James N. Pendleton	645.50
Jas. A. Pendleton	1,924.
Jas. G. Pendleton	643.
Isaac C. Park	1,286.
Hannah T. Pendleton	1,281.
Frank I. Pendleton	643.
William H. Park	1,266.
L. M. Perkins	373.30
Geo. Parson	3,858.
C. W. Potter	126.60
A. C. Potter	1,282.50
Emily H. Potter	417.78
D. B. Potter	64.30
D. B. Potter, adm'r	$900.20
P. Pendleton, Jr	1,306.
106 John F. Peterson	1,276.
Francis H. Powers	192.90
Helen W. Phillips	1,286.
Walter P. Phillips	1,276.
Mary Patton	1,331.
Elizabeth F. Power	643.
C. L. Pierce	126.10
John H. Price	638.
Ruth A. Kirk	510.40
Wm. J. Robertson	1,751.40
Mrs. O. F. Rendall	765.60
Charlotte H. A. Roher	782.10
Silas A. Reeder	2,610.55
Frank H. Reeder	127.10
Anna M. Reeder	635.50
A. J. Roney	189.15
John Roney	2,395.90
W. Richmond, trustee	1,946.
Sarah P. Staples	1,276.
Lottie A. Sheldon	1,458.90
Charlotte A. Sheldon	13,424.50
Emma C. Straham	1,774.40
Wm. Shaw	643.
Martha S. Shipman	640.50
Mary E. Stevens	1,276.
Elizabeth C. Smead	635.50
E. B. Safford	643.
H. K. Shaner	382.80
Mary M. Spencer	1,261.
C. A. Shaw	383.30
Lucy A. Sessions	127.60
A. P. Sessions	1,271.
Fred C. Southgate	256.20
Francis E. L. Spencer	253.20
S. A. Tomlinson	640.50
G. R. Thompson	375.80
Mary E. Thompson	255.20
W. H. Tilden	2,546.
Elizabeth Thompson	829.40
S. W. Thornton	1,286.
Mary A. Terry	378.80
Harriet D. Waite	312.75
Sarah A. Whitney	836.90
Anna F. Whitmore	1,023.80
A. G. Whitemore, executor	638.
Gardner Wheeler	1,281.
W. H. Woodberry	2,522.
Ellen H. Weeden	3,820.50
A. H. Westin	630.50
Charles C. Watkins	1,913.50
Myron Wood	190.65
Z. J. Wheeler	255.20
B. P. Wheeler	128.60
Sophia E. Webster	638.
Pauline Wetherby	1,266.
Kate B. Wetherby	126.10
S. E. Willey	1,251.
A. J. York	3,925.60
W. L. P. Boardman	5,001.50
Bellows' Free Academy	4,310.80
Marietta E. Barnes	1,504.20
E. A. Borchers	1,370.60
F. N. Braley	640.50

Name of creditor.	Amount.
Mrs. A. P. Braley	$1,276.
L. E. Clark	1,286.
M. P. Day	1,278.50
Jas. W. Fitzpatrick	2,562.
Elizabeth G. Good	1,273.50
S. H. Holbrook	2,669.60
S. H. Holbrook, executor	2,166.20
Geo. H. King	393.30
Teressa King	618.
John F. Keator	319.
N. B. Lewis	633.
Nettie C. Lewis	126.60
Benjamin Leavitt	1,925.07
Mrs. E. B. Lawrence	640.50
Wm. N. Loomis	3,873.
Arthur B. McGowan	635.50
Mirion E. Moore	2,512.
W. M. Price	643.
John G. Roberts, adm'r	3,152.50
Ellwoin T. Sawyer	633.
B. L. M. Smith	1,281.
Ada L. Watson	7,241.20
A. C. Watson	255.20
Sarah C. Wilkes	1,921.50
Amos S. Washburn	127.60
Maggie Wakeman	128.10
Margaret Wakeman	640.50
A. T. Foster, executor	5,099.
John S. Adams	164.84
Eliza S. Adams	164.84
Eliza J. Barton	1,398.10
Amy S. Barton	1,276.
Mary R. Chambers	1,271.
J. P. Crosdale	124.07
Mrs. A. E. Bosworth	12,660.
Mary F. Hickman	3,111.95
John C. Blake	126.10
107 Gideon Bearce	127.60
Jessie D. Dean	1,261.
John Dinsmore	1,261.
George Gibbs	252.20
Mary C. Hawkes	126.10
Joseph C. Holman	126.10
Helen P. McAtee	2,522.
C. D. Miller	2,638.10
Fred A. Piper	378.30
J. H. Smith	882.70
S. A. True	630.50
Sue W. Thomas	315.25
J. D. Thompson	2,017.60
Fannie Thompson	504.40
Emily B. Wing	255 20
Geo. C. Wing, Jr.	63.80
W. H. Wood	504.40
L. W. Wing	630.50
A. Young	756.60
Harriett E. Wood	126.10
John C. Bovie	1,800.
Dyke Quackenbush	629.50
John B. Quackenbush, *et als.*	8,813.
John B. Quackenbush	2,643.90
Abbie H. Chapman	510.40
H. H. McIntyre, guardian	64.05
Marion McIntyre	63.30
Mary S. Blodgett	640.50

Name of creditor.	Amount.
Delia I. Davis	$643.
Sarah H. Freeman	1,607.50
Florinda McI. Morgan	1,243.84
Clara McI. Perkins	764.85
A. L. Pease	1,034.30
Sarah C. Weston	386.30
Edwin White	1,266.
W. W. Warren, adm'r	1,276.
Charles Grieve	1,291.
Cordelia A. Greene	4,048.60
Nellie S. Houck	964.50
Mary E. Higley	4,045.20
Daniel B. Hoermer	643.
Wm. A. Hoffer	128.10
Ann R. Hoffer	384.30
A. C. Lyman	34.18
Walter E. Lyman	283.40
L. E. Sturgeon	4,684.60
John Slocum, estate	1,543.20
Rachel Slocum	1,286.
Morris O'Donnel	660.50
Sarah J. Wisnell	630.50
Mary C. Hawkes	129.10
Elizabeth M. Buxton	382.80
Elizabeth F. Reid	63.80
Ormanzo Allen	2,240.50
Chas. E. Adams	1,908.50
Joseph I. Barker	257.20
Mary L. Beeman	3,833.
Archie N. Clark	1,334.55
John E. Carr	257.20
Harriet Dickinson	668.
Lizzie Dickinson	267.20
John A. Estabrook	635.50
C. A. Farnham	64.30
F. M. Houghton	630.50
Edward L. Hastings	638.
Fred S. Hill	126.60
Rev. H. Headly	125.60
Hattie B. Hall	370.80
Mary J. Hibbard	1,267.
Mutual Loan, Savings and Building Ass'n	1,267.
A. S. Pendleton	1,302.
A. B. Ramsdell	1,903.
Harriet J. Redman	1,267.
J. C. Reeve	1,257.
E. J. Smith	579.30
Mary A. Stevenson	3,185.
Jas. Thompson, Jr.	633.
Sarah D. Tibbals	632.50
William A. Tibbals	632.50
S. T. Wayman	253.20
Sarah J. Wilcox	256.20
E. T. Merrill	4,070.20
E. A. Prescott	3,152.50
N. M. Prescott	650.50
Martha J. Christie	63.55
Helen M. Christie	127.10
John G. Morris	1,291.
Henry C. Gurley	314.
Marietta Clark	643.
John H. Whitehouse	638.
D. B. Schofield, as receiver of Bank of Zumbrota	26,120.

Name of creditor.	Amount.
Mrs. G. S. Barnes	$1,286.
Batavian Bank	7,125.59
Urias Bloom	3,858.
A. L. Bastress	1,585 73
Citizens' Bank of Peotone	7,833.16
Citizens' National Bank of Keene	3,255.25
108 Commercial Bank of Eau Claire	9,688.80
E. G. Dart	2,581.
Dean Academy	6,400.
First National Bank of White Pigeon	3,178.13
First National Bank of Winsted	2,602.
First National Bank of Newport, R. I.	19,489.63
First National Bank of Montpelier	19,047.95
Hingham National Bank	6,612.99
G. W. Hackett	7,093.40
Island Savings Bank	16,145.48
Keeseville National Bank	3,688.45
Lawrence National Bank	4,398.51
Lindermann National Bank	20,116.86
Merrimack County Savings Bank	15,209.68
A. D. Morse	8,448.
Mechanicks' National Bank	5,807.25
Merchants' Savings Bank	3,246.75
C. W. Nickerson	8,380.60
National Bank of Methuen	7,101.25
National Exchange Bank	3,246.75
National Bank of Redemption	64,142.38
North National Bank	46,678.83
North Granville National Bank	26,091.59
Pulaski National Bank	7,442.83
First National Bank of Orwigsburg	4,490.25
Security Savings Bank	10,597.92
Sunbury Loan & Trust Deposit Co.	9,628.75
Scanlan & Wall	27,017.78
Tuckerman Bank	640.
Winchester National Bank	4,720.39
John J. Anderson	12,940.
C. E. Andrews *et als.*, as partners of New Bethlehem Savings Bank	5,175.25
City Bank of Boone, Iowa	12,877.80
W. H. Davidson	3,200.
Dye Brothers	2,564.45
Daneville National Bank	1,933.20
First National Bank of Iron Mountain	5,676.27
First National Bank of Shullsburg	5,199.50
First National Bank of Nevada	11,976.34
Hancock County National Bank	10,292.65
Wm. Love	17,061.28
F. G. Barnard & Son	14,867.30
First National Bank of Milton	$12,281.
G. H. Haven	17,676.23
Norway National Bank	6,169.18
N. Sauer	1,291.10
N. & M. Sauer	1,906.88
Amoskeag Savings Bank	5,734.73
Beatkee Fry & Company	3,217.
Danville National Bank	13,923.52
First National Bank of Sault Ste. Marie	20,487.98
National Bank of Rhode Island	8,049.72
People Savings Bank	15,503.25
Second National Bank of Bangor	7,983.94
Stone City Bank	18,122.44
A. C. Trombowm	5,725.
Citizens' National Bank of Muncy	11,728.20
Thomas Lowry	32,568.75
Grace M. Broad	1,808.80
First National Bank of Mendota	14,101.50
Mary E. McIntyre	1,550.40
E. C. Brewer	5,826.15
Bank of Sharon	5,140.88
Brandon National Bank	8,071.45
B. J. Borlang	3,995.87
Fowler National Bank of Lafayette	15,988.95
George S. Lacy	9,537.28
Bank of Lanesboro	2,574.
J. H. Barr	1,281.
First National Bank of Athens	10,522.92
R. F. Starks	3,871.50
M. E. Scanlon	1,287.
Bellwood Bank	1,503.25
Delaware County State Bank	11,994.13
109 Chapman Banking Company	80,686.14
Ezra C. Brett	5,236.
Bank of Baldwin	3,242.25
Island Pond National Bank	9,194.64
First National Bank of Mystic Bridge	3,226.25
First National Bank of Black River Falls	21,926.14
Benton Brothers	6,826.10
Lee National Bank	7,801.30
L. A. Clapp	6,299.02
First National Bank of Centreville	24,938.31
W. W. Jones	3,520.88
Silas Jones	1,950.
E. D. Thomas	928.
Jeremiah Sessions	4,516.75
Citizens' National Bank of Lyons	2,574.
Caledonia National Bank	13,878.43
Cherokee State Bank	7,719.
Juniata Valley Bank	6,442.10
H. H. McIntyre	998.46

Name of creditor.	Amount.
Marshalltown State Bank	$4,974.46
Merchants' National Bank of St. Johnsbury	22,421.79
Citizens' National Bank of Fairbanks	5,844.85
Jersey Shore Banking Company	7,438.30
Citizens' National Bank of Newport	2,577.50
G. B. Ransom	1,953.
First National Bank of Newport	6,765.04
First National Bank of New York	11,208 33
People's National Bank	4,932.67
Martinsburg Bank	12,870.20
G. A. Davis	2,246.13
Clara McI. Perkins	635.30
A. L. Pease	7,864.45
Allen L. Pease	6,277.21
H. L. Rockwood	975.75
E. Crosswell	1,273.
J. B. Nichols	4,455.50
Commercial Bank of Marshalltown	5,536 38
Durrall, Fitz & Ainsley	6,699.20
First National Bank of Yarmouth	19,110.25
First National Bank of Ludington	8,428.95
First National Bank of Manch Chunk	11,031.75
First National Bank of Marango	2,628.40
First National Bank of Mechanicsburg	61,437.16
Miners' Savings Bank	6,484.20
Fort Stamwitz National Bank	3,214.63
La Salle National Bank	16,278.52
First National Bank of What Cheer	15,642.87
First National Bank of Belleville	5,754.10
First National Bank of St. Peter	13,537.85
First National Bank of Mystic Bridge	3,226.25
C. H. Higgs	3,871.50
Hook Bros	45,308.19
Pomeroy Bros. & Smith	13,273.85
Tidioutte Savings Bank	5,830.56
Jos. Underleak	16,238.81
N. Woodworth	3,864.30
W. A. Greenfield	3,869.40
Ocean National Bank	3,829.50
State Bank of Plymouth	6,443.20
Safety Fund National Bank	13,799.98
C. W. Hackett	7,093.65
Chas. W. Nickerson	8,377.75
Sunbury Safe & Trust Deposit Co.	9,611.65
John Holmgren	15,778.54
O. H. Hall	3,853.40
A. A. Plummer	30,830.60
Loan & Trust Savings Bank	$3,406.60
D. B. Scofield, receiver	75,452.42
G. W. Lovell	7,416.03
First National Bank of Batavia	10,493.85
Joseph Kelso	15,041.18
First National Bank of Muscatine	63,959.16
People's State Bank	17,474.58
Hazelton National Bank	23,924.63
Herkimer Bank	6,338.36
110 H. N. Peterson	3,225.01
Wm. Paul	1,288.
Pine Island State Bank	43,155.80
Sperry Bros. & Co.	1,933.95
First National Bank of Orwigsburg	5,185.20
Shullsburg Bank	2,572.20
R. C. Screekengart	648.15
Wyoming National Bank	2,574.
Yough National Bank	3,834.75
Tradesmen's National Bank	45,496.62
What Cheer Savings Bank	26,027.58
Allen National Bank	1,598.50
Alpha State Bank	19,726.69
Ashaway National Bank	9,083.33
Citizens' National Bank of Sturges	27,198.30
A. B. Copely	1,920.
Jas. M. Davis	3,208.75
Elkader State Bank	42,430.30
First National Bank of Worcester	9,709.50
First National Bank of Port Allegheny	17,743.08
Farmers' Bank of Grass Lake	2,591.60
First National Bank of Homer	2,651.
First National Bank of Poughkeepsie	6,740.47
First National Bank of Bristol	2,570.90
First National Bank of Freeport	12,677.09
First National Bank of North Vernon	9,570.75
First National Bank of Decatur	6,452.50
First National Bank of Lafayette	9,649.50
Mrs. A. L. Finney	1,094.45
Greenwich National Bank	10,130.95
A. H. Huyck	2,957.40
Hopkinton Savings Bank	10,347.20
H. H. Hagensick	1,620.38
Daniel Hoover	2,562.40
I. E. Hunt	650.50
Lake Village Savings Bank	2,542.50
H. P. McClary	2,556.50
S. E. Miller	1,646.30
Indiana County Deposit Bank	4,778.11
National New Haven Bank	18,823.06
National Eagle Bank	2,533.75

Name of creditor.	Amount.
National Bank of Lyndon	$2,921.85
National Bank of Lakeport	1,301.
Pacific National Bank	12,862.50
Pottsville State Bank	28,084.10
John Riley	647.
Nellie B. Sherman	386.70
S. A. Smith	2,123.88
B. R. Seymour	956.48
C. W. Thatcher	641.45
Wellsborough National Bank	2,562.40
C. B. Wetherby	661.
Wetherby & Page	1,302.
Blackstone Canal National Bank	6,469 90
First National Bank of Webster, Mass	6,032.89
Monona State Bank	17,518.76
National Niantic Bank	6,391.35
National Bank of Brookville	8,343.75
First National Bank of Calumet	24,784.85
First National Bank of Lake Linden	14,255.49
Merchants' & Miners' Bank of Calumet	14,128.06
Superior Savings Bank of Hancock	75,601.59
People's National Bank of Salem	18,689.67
National White River Bank	12,472.
Vilas National Bank	12,984.06
Elkhart National Bank	6,511.
First National Bank of Kewanee	57,449.35
National Bank of Vergennes	7,014.15
S. W. Pomeroy	32,342.48
First National Bank of Lockhaven	11,224.92
First National Bank of Sharon	15,982.
People's State Bank of Mazo Manie	1,298 60
Second National Bank of Mechanicsburg	$3,208.75
111 First National Bank of Merrill	4,508.87
First National Bank of Pittston	16,387.99
Citizens' National Bank of Winterset	5,791.50
Farmers' State Bank of Concord	3,623.22
Dillsbury National Bank	6,400.
First National Bank of Renovo	7,662.45
Pomeroy & Mitchell	24,875.86
First National Bank of Garner	9,756.16
Northern Trust Company as assignee of Minnesota Agricultural Co	3,900.
Marietta D. Barnes	1,274.
L. E. Clark	6,511.
Joel Lindsley, agent	12,802.55
Thomas Lowry	32,555.
Sharon National Bank	6,563.
Mrs. G. S. Barnes	295.27
Mrs. F. E. Mellen	6,781.13
H. E. Mellen	716.21
J. D. Scone	867.13
J. C. Reeve	1,935.75
James McIlwain	248.88
Monroe Cox	456.37
L. Kimball Printing Company	1,365.54
Lehigh Valley Trust & Safe Deposit Co	3,270.57
Journal Printing Company	130.88
Frank P. Bennett	112.06
Merchants' National Bank of St. Johnsbury	2,707.31
Frank P. Hulsizer	1,241.75
Tradesmen's National Bank	16,672.31
G. Walker, trustee	33,226.70

SCHEDULE "B."

Name.	Amount of stock.
Menage & Streeter, trustees	$4,600.
Louis F. Menage	230,800.
W. S. Streeter	2,000.
Edwin A. Norton	120,000.
J. M. Addeman, trustee	10,000.
Walter C. Rodman	3,900.
Montana Trust Company	94,200
H. C. Hardon	17,000.
George Kiernan	500.
H. W. Allen	900.
Cyrus J. Anderson	5,000.
Loren C. Ayer	400.
Wm. Andrews, 2nd, administrator of estate of William F. Andrews	5,000.
Elizabeth S. Allen	500.
Geo. E. Ashley	500.
F. E. Alfred	300.
Ella J. Ackley	$300.
D. R. Allison	200.
W. S. Allis	200.
W. S. Allis, trustee	200.
Mrs. E. L. Ainsley	500.
Edward P. Allinson	1,500.
Gertrude Allinson	2,500.
L. F. Aldrich	2,000.
Willis R. Armstrong	1,500.
Lewis W. Anthony	4,000.
O. H. Austin	1,500.
W. H. Blaisdell	1,000.
Addie P. Baker	1,800.
C. H. Bailey	3,000.
Geo. Brainerd	500.
Geo. P. Blair	1,000.

Name.	Amount of stock.
Nettie A. Bassett	$700.
E. Baldwin	3,000.
H. T. Baldwin	500.
Ellen Baldwin	1,500.
B. W. Braley	500.
A. P. Braley	500.
Henry Ballard	500.
F. W. Ballard	1,000.
Geo. H. Bartlett	500.
Adeline W. Bachelder	10,000.
Lydia R. Bartlett	500.
E. C. Blanchard	300.
Geo. H. Bartlett	400.
Cornelia W. Ball	600.
Elizabeth V. Bailey	400.
E. K. Baxter	2,000.
Estate of William Breck	1,000.
K. A. Benedict	2,000.
Ben. S. Benton	2,000.
Mrs. Lauraette Bingham	300.
William R. Bridges	500.
Addie I. Bibber	1,700.
Reed B. Bontecon	2,500.
112 W. A. Brooks	500.00
James W. Brock	1,000.
Alson Brown	1,000.
Fred A. Brown	500.
Elizabeth J. Brown	2,000.
Samuel N. Brown	1,500.
A. A. Brooks	500.
William Burnham	2,000.
Fannie B. Buckminster	200.
Gates B. Bullard	300.
Albert F. Burdett	1,000.
Geo. Burnham, Jr	2,000.
Joseph A. Budlong	5,000.
Geo. A. Buffum	2,000
Frank H. Clark	500.
The Capital Fire Insurance Company	1,000.
Mary E. Carpenter	500.
Harvey Carpenter	1,000.
Mrs. S. E. Caswell	500.
Frank B. Carr	400.
Maria P. Clark	800.
William H. Clark	2,500.
Isabel H. Charlton	400.
James Clark	1,000.
Helen M. Clark	1,300.
F. R. Chase	16,000.
James Caird	700.
James H. Carpenter	1,600.
H. Maria Capron	1,000.
Albert L. Calder	10,000.
Silas Carey	1,000.
James B. Case	5,000.
Ellis Clark	800.
William P. Chamberlain	1,000.
Mary E. Carpenter	600.
E. A. Chittenden	300.
W. A. Childs	800.
Daniel Coffrin	500.
Ellis M. Coe	2,500.
Charles Cobb	1,700.

Name.	Amount of stock.
John H. Converse	$6,500.
Davie Coe	1,000.
Mrs. A. A. Coe	600.
Charles H. Cross	1,000.
L. Bart Cross	1,000.
Ira Colby	600.
F. H. Colby	1,000.
William H Cook	200.
William G. Crocker	13,100.
Hezekiah Conant	5,000.
N. Stanton Coffin	1,000.
Elizabeth M. Colt	1,000.
Geo. W. Cornell	1,000.
James M. Crowell	3,000.
Mrs. K. R. Leverett Cushman	800.
Henry L. Cushman	2,000.
J. Jay Dana	1,300.
S. W. Dana	1,400.
Elmer A. Darling	5,000.
A. B. Darling	5,000.
Wilbur P. Davis	200.
William L Damon	500.
Edwin Davis	300.
Carrie L. Dean	2,500.
Alfred J. Dean	6,200.
Jane V. Delano	700.
John W. Dean	800.
W. S. Dewey	1,000.
J. J. Dewey	1,000.
D. C. Denison	500.
Elizabeth Dean	200.
William E. Dean	200.
Fred W. Dean	200.
Geo. F. Dean	200.
J. E. Dickerman	1,000.
J. E. Dwinnell	500.
Lucy F. Dillaway	500.
Clara E. Dickson	500.
William M. Dickson	700.
John C. Dickson	1,000.
H. L. Dickerman	500.
Walter Dole	500.
O. G. Dort	1,000.
Oliver H. Durrell	2,000.
Sophia G. Durrell	500.
Geo. B. Davis and Phil T. Walker, executors	500.
J. L. Edwards	1,500.
Nancy J. Elms	300.
Jacob Edwards	5,000.
W. T. Emerson, guardian	500.
Estate of Stephen Emigh	10,000.
Thomas Fairbrother	4,000.
Mrs. William P. Fairbanks	3,000.
Edward T. Fairbanks	2,500.
113 William P. Fairbanks	1,500.
Francis A. Fales	5,000.
Mrs. O. F. Fassett	3,000.
Amasa Fairbrother	1,800.
Myron Fairbrother	1,700.
Freewill Baptist Printing Establishment	2,000.
The Freewill Baptist Education Society	1,600.

Name	Amount of stock.
L. Fletcher & Co	$1,000.
Anna T. Fernald	600.
E. N. Fernald, guardian	800.
The Freewill Baptist Foreign Missionary Society	1,000.
A. Clark Fellows	3,000.
Enstace W. Fisher, executor	3,000.
The Fire Underwriters' Association	500.
Mary F. Field	1,000.
Edwin P. Fisher	100.
Isadora C. W. Fisher	500.
Launcelot Foster	1,200.
De Forest Fox	7,500.
Mrs. H. E. Folsom	200.
W. H. Ford	200.
H. R. Flower	1,300.
Sophia Flower	300.
Rufus S. Frost	1,000.
Albert G. Flower	500.
Geo. B. Ford	500.
J. M. Foss	5,000.
Marietta A. Ford	300.
Lucyett Fowler	1,700.
The Galveston Trust Company	11,000.
Joseph M. Gazzam	5,000.
Z. Herbert Gardner	2,500.
William C. Gage	200.
The Granite Savings Bank and Trust Company	2,000.
Nelson M. Gay	1,000.
Henry D. Gregory	1,500.
Geo. B. Greenslet	1,000.
Dascom Green	1,000.
J. McGregor Gibb	5,000.
H. H. Gilson	500.
E. H. Goodhue	1,000.
Timothy M. Griffin	500.
David A. Gorton	1,000.
Emiline F. Godfrey	300.
Edward H. Gourley	400.
E. Hiram Goodhue	500.
Ellen M. Goodhue	500.
J. E. Goodrich	2,000.
Egbert Guernsey	2,000.
Fitzedward Hall	6,500.
Henry R. Halloway	100.
Emma E. Haman	300.
W. H. Harrison, agent	1,000.
William Hacker	2,500.
Henry Haines	1,000.
Estate of Mrs. Caroline B. Hadley	1,500.
Perley F. Hazen	1,000.
R. W. Hardon	100.
James R. Hall	1,000.
Mabel Hall	200.
Ammi R. Hahn	2,500.
Fred S. Hall	1,000.
Earl P. Hawes	700.
Jo D. Hatch	600

Name.	Amount of stock.
Amy F. Hall, administratrix	$500.
Mrs. E. L. Hatch	500.
Samuel A. Hendrickson	5,000.
Helena Trust Company	13,700.
Ernst Hitz	100.
William Higgins	500.
Julius C. Higgins	500.
Edmund F. Higgins	1,500.
Alfred K. Hills	1,500.
Benjamin Hinman	1,000.
James A. Hilliker	30,000.
Salmon P. Hibbard	1,000.
Hadley F. Higgins	1,000.
Clara Y. Hitchcock	500.
H. A. Hitchcock	1,000.
George M. Howe	1,500.
Alex. Holmes	1,500.
Caroline Holmes	500.
O. O. Howard	500.
Grace R. Houghton	1,000.
S. Frank Holley	400.
C. P. Hogan	500.
Henry C. Howe	1,000.
J. W. Hobart	2,000.
C. T. A. Humphrey	8,000.
Thomas L. Hutchins	1,200.
John H. Husted	5,000.
114 Melancie E. Hutchins	700.
Harry M. Hutchins	800.
Sterns Hutchins	2,000.
Rubamah P. Inman	2,000.
Charles L. Jackman	200.
Stephen M. Jaquith	300.
C. H. Jones	7,000.
George E. Johnson	400.
Anna Warner Johnson	500.
C. H. Joslyn	1,000.
Peter Joslyn	500.
Keene Guaranty Savings Bank	5,000.
F. L. Keay	5,000.
Mary G. Kenney	2,500.
Charles W. King	500.
Robert R. Kimball	500.
J. E. Kimball	2,500.
James M. Kimball	2,300.
William B. Kimball	5,000.
Laura B. Kimball	700.
Mrs. George Kiernan	200.
Rudolph Koradi	200.
Marie Landon	500.
Henry S. Lawrence	2,000.
Lucia D. Lane	500.
Mary C. Lawrence, P. G. Farrell, administrators estate of H. S. Lawrence	500.
Martha H. Leverett	500.
A. T. Leach	300.
C. N. Leonard	200.
J. Bertram Lippincott	2,000.
George L. Littlefield	2,500.

Name.	Amount of stock.
H. F. Lillibridge	$3,000.
Thomas Lowry	10,000.
Frank W. Lobdell	1,000.
Manufacturers'& Merchants' Mutual Insurance Company	1,000.
Effingham Maynard	4,000.
C. H. Manchester	200.
Smith D. Mackey	2,000.
John Mason	300.
Fannie H. Maynard	2,500.
Emma L. Maynard	600.
Drusilla H. Manson	2,500.
F. S. MacKenzie	5,000.
Eliz. S. Manchester	500.
Mary E. Marks	200.
B. H. Marshall	1,500.
Frank A. Merrill	500.
Aamanda A. Menage	100.
Bessie M. Menage	100.
Edwin F. Morse	2,000.
Helen Morse	800.
H. M. Moore	1,000.
George A. Morse	700.
Charles H. Morse	1,000.
Martha J. Morse	1,000.
Bessie Owens Morse	500.
Charles C. Mumford	500.
E. B. Mulford	100.
Thomas S. McLam	1,000.
Estate of Mrs. E. McLeod	500.
Mrs. A. H. McLeod	100.
Maud E. McLeod	100.
James E. McDowell	2,000.
William McFarland	500.
Owen F. McCabe	500.
Margaret E. McLaren	300.
Lucia E. McNeil	500.
Charles J. McKenzie	5,000
Nettie L. Nay	300.
B. M. R. Nelson	1,000.
Nath. F. Nye	1,000.
Phillip H. Neher	7,500.
Neher & Carpenter	2,600.
Mrs. J. W. Nickerson	500.
L. P. Norton	1,000.
William H. Noyes	1,000.
C. H. Olmstead	2,000.
Orleans Trust Company	10.000.
E. G. Parker	3,000.
William S. Parmer	400.
A. D. Paige	600.
Howard S. Paine	1,000.
Sarah Potter Paine	1,000.
Louisa J. Prescott	300.
Julius E. Prescott	500.
Harriet M. Perry	100.
Sarah A. Perkins	1,000.
Curtis H. Pettit	1,000.
Anna M. Penniman	500.
Willie E. Prescott	200.
John B. Peckett	2,000.
Charles P. Perot	1,200.
Pennsylvania Company for Insurance on Lives and Granting Annuities, trustee for Mary Anna Gazzam, under will of John G. Reading, deceased	$5,000.
F. T. Perkins	1,200.
George H. Perkins	500.
Mary K. Perot	500.
Charles W. Pickering	300.
George A. Pillsbury	4,000.
The Philadelphia Trust, Safe Deposit and Insurance Company, trustee for Mary Anna Gazzam, under will of John G. Reading, deceased	5,000.
Edward G. Pittman	1,500.
W. N. Potter	1,000.
C. A. Prouty	2,000.
James H. Porter	1,000.
Charles H. Ranney	1,300.
Walter A. Reed	5,000.
Caleb S. Ridgeway	1,000.
A. J. Richardson	2,000.
Samuel Ricker	1,000.
Mary A. Ripley	2,200.
George C. Ripley	1,000.
Catherine F. K. Rix	2,500.
Abram T. Rose	1,000.
Homer E. Royce	2,000.
Hiram S. Rogers	600.
Robert M. Rowe	500.
Franklin B. Rogers	800.
Nancy B. Rose	200.
Abigail Rodman	300.
William H. Rowe	1,000.
Mrs. J. R. Roblin	500.
Florence P. Robinson	1,000.
Charles W. Ruiter	200.
Charles H. Sprague, trustee	1,000.
J. Bunford Samuel	2,000.
Mary J. Sanborn	1,000.
Joel F. Sanborn	1,000.
Mrs. N. C. Sanborn	2,000.
W. J. Stanton, Jr	500.
Walter R. Shaefer	200.
Charles M. Swain	1,000.
Hettie T. Sprague	1,100.
Henry S. Sprague	1,000.
Samuel S. Sprague	1,000.
John Staunton	1,500.
Wesley Sargent	2,000.
Minnie E. Stenson	500.
George W. B. Snell	100.
Mary E. Shed	1,000.
Anna K. Sheldon	1,000.
William B. Stevens	500.
Henry Smilee	2,000.
Nellie S. Baker Smith	2,000.
Walter P. Smith	500.
Susan H. Smith	500.

Name.	Amount of stock.	Name.	Amount of stock.
Mary L. Smith	$500.	Mary L. Watson	$1,000.
Isaac B. Smith	1,000.	Samuel W. Wray	2,000.
Fred E. Smith	500.	Mary E. Ward	2,500.
William J. Simmons	3,000.	George W. Wagg	2,500.
James F. Shipman	200.	W. D. Washburn	1,000.
J. Elliott Smith	1,000.	Alfred E. Watson	1,000.
Charles J. Shoemaker	100.	Josiah A. Wait	3,000.
Carrie M. Story	1,500.	R. C. Waite	500.
A. C. Stocking	300.	Charles W. West	2,000.
Jos. C. Snow	3,000.	Edward G. West	2,000.
Melanie M. Stussy	900.	Albert B. Weimer	100.
Thomas Stuart	2,500.	Rebecca H. Weld	1,000.
Elbra S. Taggart	1,500.	Gardner Wetherbee	5,000.
A. P. Taft	1,000.	Orin Westcott	1,000.
E. D. Thayer	1,000.	H. F. Wetherby	1,000.
Charles S. Tanner	500.	Henry L. Wetherby	800.
James M. Tyler	500.	E. M. Weston	200.
Elmira O. Titus	2,300.	Charles F. Wignall	500.
J. O. Tilton	500.	J. F. Wright	2,000.
Jeremiah D. Tilton	1,000.	Sarah C. Wilkes	400.
Jno. C. Tilton	100.	Austin Wright	100.
Stephen H. Tilden	800.	Charles H. Wilson	1,000.
H. J. Towne	900.	Squires J. Wilson	400.
George R. Thompson	300.	Calvin Wilcox	1,000.
William Toothe	2,500.	Alpheus Wilt	2,000.
Mrs. A. G. Thompson	200.	Mary Wilt	2,000.
Martha Towle	500.	Helen G. Williamson	1,000.
George Towle	500.	Mrs. S. L. Wiswell	500.
Walter V. Towle	100.	Florence Wilson	1,000.
Mrs. Geo. Towle	200.	Mrs. D. Q. Woodruff	100.
Payson Tucker	2,500.	Irving S. Woodruff	100.
Richard Tull	300.	Horace N. Woodruff	100.
L. A. Tooksberry	1,000.	Rawson L. Wood	2,000.
Geo. Turner	1,000.	B. W. Woodard	2,000.
Cyrus Underwood	7,600.	H. E. & D. Q. Woodruff	2,000.
Edwin Underwood	30,000.	William J. Wyley	500.
116 George M. Vail	200.	W. A. Wheeler	500.
Charles T. Walter	100.		

117 STATE OF MINNESOTA, } ss:
County of Hennepin, }

District Court, Fourth Judicial District.

I, C. N. Dickey, clerk of the above-named court, do hereby certify that I have compared the papers in writing to which this certificate is attached, with the original summons, amended complaint with Exhibits "A" and "B" attached thereto, findings of fact and conclusions of law and order for judgment with Schedule "A" attached thereto, acceptance of Receiver William E. Hale, bond of Receiver William E. Hale and judgment and decree in the action therein entitled, as the same appear of record and on file in the said clerk's office at the court-house in said Hennepin county, Minnesota, and find the same to be true and correct copies thereof, and of the whole thereof.

In testimony whereof I have hereunto set my hand and affixed

the seal of said district court, at the city of Minneapolis, in said county, this 21st day of September, A. D. 1898.

C. N. DICKEY,
Clerk of District Court.

[SEAL.]

(Cancelled 10-cent stamp affixed here.)

STATE OF MINNESOTA, } ss:
County of Hennepin, }

I, Charles B. Elliott, presiding judge of the district court for the fourth judicial district, State of Minnesota, do hereby certify that C. N. Dickey, whose name is subscribed to the foregoing certificate of attestation, is and was at the time of making the same, the clerk of said district court, in and for the county of Hennepin, in said State of Minnesota, duly elected and qualified, the keeper of its seal and the custodian of its files and records, and that his official acts are entitled to full faith and credit; that I am well acquainted with the handwriting of said clerk, and verily believe his signature to said certificate to be genuine, and that said certificate is in due form and by the proper officer.

Witness my hand at the city of Minneapolis, in said county of Hennepin and State of Minnesota, this 21st day of September, A. D. 1898.

CHARLES B. ELLIOTT,
Presiding Judge.

(Cancelled 10-cent stamp affixed here.)

118 STATE OF MINNESOTA, } ss:
County of Hennepin, }

I, C. N. Dickey, clerk of the district court, fourth judicial district, in and for the county of Hennepin, State of Minnesota, do hereby certify that Honorable Charles B. Elliott, whose name is subscribed to the foregoing certificate of attestation, is and was at the time of making the same, presiding judge of said district court for the fourth judicial district, State of Minnesota, duly elected and qualified, and that his official acts are entitled to full faith and credit; that I am well acquainted with the handwriting of said judge, and verily believe his signature to said certificate to be genuine.

In testimony whereof I have hereunto set my hand and affixed the seal of said district court, at the city of Minneapolis, in said county, this 21st day of September, A. D. 1898.

[SEAL.] C. N. DICKEY, *Clerk.*

(Cancelled 10-cent stamp affixed here.)

Endorsed: 26. October sess., 1898. Circuit court U. S., E. D. Penna. In equity. W. E. Hale, *et al. vs.* Allison *et al.* Bill. Chas. C. Lister, M. H. Boutelle, for comps. Filed Nov. 22, 1898. Samuel Bell, clerk, per H. R.

In the United States Circuit Court for the Eastern District of Pennsylvania, October Sessions, 1898. In Equity.

ARTHUR R. ROGERS and W. E. HALE, as Receiver for the Collection and Enforcement of the Liability of Stockholders of the Northwestern Guaranty Loan Company, Complainants,

vs.

EDWARD P. ALLISON, GERTRUDE ALLISON, WILLIS R. ARMstrong, William Burnham, George Burnham, Jr., Isabel H. Charlton, Silas Carey, Ellis Clark, John H. Converse, George W. Cornell, James M. Crowell, S. W. Dana, Joseph M. Gazzam, Henry D. Gregory, J. McGregor Gibb, Emeline F. Godfrey, Edward H. Gourley, Emma E. Haman, William Hacker, Henry Haines, Samuel A. Hendrickson, Ernst Hitz, Rudolph Koradi, J. Bertram Lippincott, Edwin F. Morse, George A. Morse, Charles P. Perot, Mary K. Perot, Walter C. Rodman, A. J. Richardson, Abigail Rodman, J. Bunford Samuel, Walter R. Schaefer, Charles M. Swain, Charles J. Shoemaker, Melanie M. Stussy, Richard Tull, Samuel W. Wray, Charles W. West, Edward G. West, Albert B. Weimer, Charles F. Wignall, Alpheus Wilt, Mary Wilt, Florence Wilson, Pennsylvania Company for Insurances on Lives and Granting Annuities (a Corporation), Trustee for Mary A. Gazzam, and The Philadelphia Trust, Safe Deposit and Insurance Company (a Corporation), Trustee for Mary A. Gazzam, Defendants.

119 No. 26.

Demurrer.

The Philadelphia Trust, Safe Deposit and Insurance Company, trustee for Mary A. Gazzam, defendants, demur to the whole bill of complaint, and assign in support of their demurrer the following reasons:

1. It appears from the bill and exhibits that these defendants were not served, and received no notice of the proceedings instituted by Rogers in the Minnesota court, and that by reason of such lack of service and notice, said proceedings are not in any way conclusive or binding upon them. The present bill is therefore defective for want of proper parties, viz., the Northwestern Guaranty Loan Company and the Minneapolis Trust Company, receiver of said Northwestern Guaranty Loan Company.

2. The bill, inasmuch as said proceedings in the Minnesota court instituted by said Rogers are not in any way binding upon these defendants, is defective in not joining all the stockholders of the Northwestern Guaranty Loan Company as parties defendant.

3. The bill is multifarious by reason of its joinder of one of the alleged creditors, Arthur E. Rogers, with W. E. Hale, alleged receiver.

4. The bill is defective, so far as said Arthur R. Rogers is made a

party complainant, because of the fact that his claim amounts to less than $2,000, and is not within the jurisdiction of this court.

5. The bill, if creditors must be joined as parties plaintiff, is defective, for want of proper parties plaintiff, in not joining all the creditors in whose favor it is alleged a decree was made in the Minnesota court.

6. The bill as filed does not state anything warranting relief in equity. If the decree made in the Minnesota court was of no
120 legal validity, no proceedings thereupon will lie. If it was of legal validity, there is an ample remedy at common law for any rights thereunder which may exist in the receiver or in any other person.

7. If the decree entered in Minnesota has legal validity, the remedy is solely by an action at common law against each stockholder individually, and not against all the stockholders, or against some of them, jointly.

8. W. E. Hale, the alleged receiver, appointed under the proceedings in Minnesota, has no right to prosecute any proceedings, in equity or otherwise, against these defendants, in any other court than that by which he was appointed.

9. The bill discloses no equity entitling the complainants to a decree against these defendants.

10. The relief sought for is one which no court of equity outside of the Commonwealth of Minnesota is required to administer.

11. The proceedings in Minnesota, upon which the bill in equity is based, have no legal validity as against these defendants, who were not parties notified or served with process therein, and cannot be enforced against them in any form of proceeding.

12. The bill is defective in that it fails to aver that there are no creditors resident in Pennsylvania to whom the resident debtors in Pennsylvania, if liable at all to account, should account.

13. The bill is defective because it appears affirmatively from the exhibits attached thereto and made part thereof, that there are creditors resident in this Commonwealth to whose claims the defendants' debts, if any are owing, should be applied, if the same are enforcible outside of the limits of the State of Minnesota.

TOWNSEND, ELLIOTT & TOWNSEND,
JOHN G. JOHNSON, *For Defendants.*

We certify that in our opinion the foregoing demurrer is well founded in point of law.

TOWNSEND, ELLIOTT & TOWNSEND.
JOHN G. JOHNSON.

PHILADELPHIA COUNTY, *ss:*

Henry B. Russell, being duly sworn, says that he is the assistant treasurer of the Philadelphia Trust, Safe Deposit and Insurance Company, trustee for Mary A. Gazzam, a defendant in the above-entitled cause, and that the foregoing demurrer is not interposed for delay.

H. B. RUSSELL.

121 Sworn to and subscribed before me, this ninth day of February, A. D. 1899.

WM. L. WEAVER,
[SEAL.] *Notary Public.*

Endorsed: No. 26. October sessions, 1898. In the circuit court of the United States, eastern district of Pennsylvania. In equity. Arthur R. Rogers and W. E. Hale, receiver, etc., *vs.* Edward P. Allison *et al.* Demurrer of the Philadelphia Trust, Safe Deposit and Insurance Company, trustee for Mary A. Gazzam. Townsend, Elliott & Townsend, John G. Johnson, for defendants. Filed Feb. 2, 1899. Samuel Bell, clerk, H. R.

In the United States Circuit Court for the Eastern District of Pennsylvania, October Sessions, 1898. In Equity.

ARTHUR R. ROGERS and W. E. HALE, as Receiver for the Collection and Enforcement of the Liability of Stockholders of the Northwestern Guaranty Loan Company, Complainants,

vs.

EDWARD P. ALLISON, GERTRUDE ALLISON, WILLIS R. ARMstrong, William Burnham, George Burnham, Jr., Isabel H. Charlton, Silas Carey, Ellis Clark, John H. Converse, George W. Cornell, James M. Crowell, S. W. Dana, Joseph M. Gazzam, Henry D. Gregory, J. McGregor Gibb, Emeline F. Godfrey, Edward H. Gourley, Emma E. Haman, William Hacker, Henry Haines, Samuel A. Hendrickson, Ernst Hitz, Rudolph Koradi, J. Bertram Lippincott, Edwin F. Morse, George A. Morse, Charles P. Perot, Mary K. Perot, Walter C. Rodman, A. J. Richardson, Abigail Rodman, J. Bunford Samuel, Walter R. Schaefer, Charles M. Swain, Charles J. Shoemaker, Melanie M. Stussy, Richard Tull, Samuel W. Wray, Charles W. West, Edward G. West, Albert B. Weimer, Charles F. Wignall, Alpheus Wilt, Mary Wilt, Florence Wilson, Pennsylvania
122 Company for Insurances on Lives and Granting Annuities (a Corporation), Trustee for Mary A. Gazzam, and The Philadelphia Trust, Safe Deposit and Insurance Company (a Corporation), Trustee for Mary A. Gazzam, Defendants. } No. 26.

Demurrer.

John H. Converse, William Burnham, George Burnham, Jr., James M. Crowell, Charles M. Swain, Edward P. Allinson, Willis R. Armstrong, Samuel A. Hendrickson, Rudolph Koradi, Edwin F. Morse, George A. Morse, Walter C. Rodman, Abigail Rodman, A. J. Richardson, Walter R. Schaefer, Charles J. Shoemaker, Albert B. Weimer, Charles F. Wignall, and Samuel W. Wray, defendants,

demur to the whole bill of complaint, and assign in support of their demurrer the following reasons:

1. It appears from the bill and exhibits that these defendants were not served and received no notice of the proceedings instituted by Rogers in the Minnesota court, and that by reason of such lack of service and notice, said proceedings are not in any way conclusive or binding upon them. The present bill is therefore defective for want of proper parties defendant, viz., the Northwestern Guaranty Loan Company and the Minneapolis Trust Company, receiver of said Northwestern Guaranty Loan Company.

2. The bill, inasmuch as said proceedings in the Minnesota court instituted by said Rogers are not in any way binding upon these defendants, is defective in not joining all the stockholders of the Northwestern Guaranty Loan Company as parties defendant.

3. The bill is multifarious by reason of its joinder of one of the alleged creditors, Arthur R. Rogers, with W. E. Hale, alleged receiver.

4. The bill is defective, so far as said Arthur R. Rogers is made a party complainant, because of the fact that his claim amounts to less than $2,000, and is not within the jurisdiction of this court.

5. The bill, if creditors must be joined as parties plaintiff, is defective for want of proper parties plaintiff in not joining all the creditors in whose favor it is alleged a decree was made in the Minnesota court.

6. The bill as filed does not state anything warranting relief in equity. If the decree made in the Minnesota court was of no legal validity, no proceedings thereupon will lie. If it was of legal validity, there is an ample remedy at common law for any rights thereunder which may exist in the receiver or in any other person.

7. If the decree entered in Minnesota has legal validity, the remedy is solely by an action at common law against each stockholder individually, and not against all the stockholders, or against some of them, jointly.

123 8. W. E. Hale, the alleged receiver, appointed under the proceedings in Minnesota, has no right to prosecute any proceedings, in equity or otherwise, against these defendants, in any other court than that by which he was appointed.

9. The bill discloses no equity entitling the complainants to a decree against these defendants.

10. The relief sought for is one which no court of equity outside of the Commonwealth of Minnesota is required to administer.

11. The proceedings in Minnesota, upon which the bill in equity is based, have no legal validity as against these defendants who were not parties notified or served with process therein, and cannot be enforced against them in any form of proceeding.

12. The bill is defective in that it fails to aver that there are no creditors resident in Pennsylvania, to whom the resident debtors in Pennsylvania, if liable at all to account, should account.

13. The bill is defective because it appears affirmatively from the exhibits attached thereto and made part thereof that there are creditors resident in this Commonwealth to whose claim the defend-

ants' debts, if any are owing, should be applied, if the same are enforcible outside of the limits of the State of Minnesota.

ALBERT B. WEIMER,
WALTER U. RODMAN,
JOHN G. JOHNSON,
For Defendants.

We certify that in our opinion the foregoing demurrer is well founded in point of law.

ALBERT B. WEIMER.
WALTER C. RODMAN.
JOHN G. JOHNSON.

PHILADELPHIA COUNTY, *ss:*

Wm. Burnham, being duly sworn, says that he is one of the defendants in the above-entitled cause, and that the foregoing demurrer is not interposed for delay.

WM. BURNHAM.

Sworn to and subscribed before me this 10th day of February, A. D. 1899.

ULYSEES S. KOONS,
[SEAL.] *Notary Public.*

Endorsed: No. 26. October sessions, 1898. In the circuit court of the United States, eastern district of Pennsylvania. In equity. Arthur R. Rogers and W. E. Hale, receiver, etc., *vs.* Edward
124 P. Allinson, *et al.* Demurrer of John H. Converse, William Burnham, George Burnham, Jr., James M. Crowell, Charles M. Swain, E. P. Allinson, W. R. Armstrong, S. A. Hendrickson, Rudolph Koradi, Edwin F. Morse, George A. Morse, Walter C. Rodman, A. J. Richardson, Abagail Rodman, Walter R. Schaefer, Charles J. Shoemaker, Albert B. Weimer, Charles Wignall and Samuel W. Wray. Albert B. Weimer, Walter C. Rodman, John G. Johnson, for defendants. Filed February 15, 1899. Samuel Bell, clerk, per G. B., Jr.

In the United States Circuit Court for the Eastern District of Pennsylvania, October Sessions, 1898. In Equity.

ARTHUR R. ROGERS and W. E. HALE, as Receiver for the Collection and Enforcement of the Liability of Stockholders of the Northwestern Guaranty Loan Company, Complainants,

vs.

EDWARD P. ALLISON, GERTRUDE ALLISON, WILLIS R. ARMstrong, William Burnham, George Burnham, Jr., Isabel H. Charlton, Silas Carey, Ellis Clark, John H. Converse, George W. Cornell, James M. Crowell, S. W. Dana, Joseph M. Gazzam, Henry D. Gregory, J. McGregor Gibb, Emeline F. Godfrey, Edward H. Gourley, Emma E. Haman, William Hacker, Henry Haines, Samuel A. Hendrickson, Ernst Hitz, Rudolph Koradi, J. Bertram Lippincott, Edwin F. Morse, George A. Morse, Charles P. Perot, Mary K. Perot, Walter C. Rodman, A. J. Richardson, Abigail Rodman, J. Bunford Samuel, Walter R. Schaefer, Charles M. Swain, Charles J. Shoemaker, Melanie M. Stussy, Richard Tull, Samuel W. Wray, Charles W. West, Edward G. West, Albert B. Weimer, Charles F. Wignall, Alpheus Wilt, Mary Wilt, Florence Wilson, Pennsylvania Company for Insurances on Lives and Granting Annuities (a Corporation), Trustee for Mary A. Gazzam, and The Philadelphia Trust, Safe Deposit, and Insurance Company (a Corporation), Trustee for Mary A. Gazzam, Defendants. } No. 26.

125 *Demurrer.*

Henry Haines demurs to the whole bill of complaint, and assigns in support of his demurrer the following reasons:

1. It appears from the bill and exhibits that these defendants were not served, and received no notice of the proceedings instituted by Rogers in the Minnesota court, and that by reason of such lack of service and notice, said proceedings are not in any way conclusive or binding upon them. The present bill is, therefore, defective for want of proper parties, viz., the Northwestern Guaranty Loan Company and the Minneapolis Trust Company, receiver of said Northwestern Guaranty Loan Company.

2. The bill, inasmuch as said proceedings in the Minnesota court instituted by said Rogers are not in any way binding upon these defendants, is defective in not joining all the stockholders of the Northwestern Guaranty Loan Company as parties defendant.

3. The bill is multifarious by reason of its joinder of one of the alleged creditors, Arthur R. Rogers, with W. E. Hale, alleged receiver.

4. The bill is defective, so far as said Arthur R. Rogers is made a party complainant, because of the fact that his claim amounts to less than $2,000, and is not within the jurisdiction of this court.

5. The bill of creditors must be joined as parties plaintiff, is de-

fective, for want of proper parties plaintiff, in not joining all the creditors in whose favor it is alleged a decree was made in the Minnesota court.

6. The bill as filed does not state anything warranting relief in equity. If the decree made in the Minnesota court was of no legal validity, no proceedings thereupon will lie. If it was of legal validity, there is an ample remedy at common law for any rights thereunder which may exist in the receiver or in any other person.

7. If the decree entered in Minnesota has legal validity, the remedy is solely by an action at common law against each stockholder individually, and not against all the stockholders, or against some of them, jointly.

8. W. E. Hale, the alleged receiver, appointed under the proceedings in Minnesota, has no right to prosecute any proceedings, in equity or otherwise, against these defendants, in any other court than that by which he was appointed.

9. The bill discloses no equity entitling the complainants to a decree against these defendants.

10. The relief sought for is one which no court of equity outside of the Commonwealth of Minnesota is required to administer.

11. The proceedings in Minnesota, upon which the bill in equity is based, have no legal validity as against these defendants,
126 who are not parties notified or served with process therein, and cannot be enforced against them in any form of proceeding.

12. The bill is defective in that it fails to aver that there are no creditors resident in Pennsylvania to whom the resident debtors in Pennsylvania, if liable at all to account, should account.

13. The bill is defective because it appears affirmatively from the exhibits attached thereto and made part thereof, that there are creditors resident in this Commonwealth to whose claims the defendants' debts, if any are owing, should be applied, if the same are enforcible outside of the limits of the State of Minnesota.

J. CAMPBELL LANCASTER,
For Defendants.

We certify that in our opinion the foregoing demurrer is well founded in point of law.

J. CAMPBELL LANCASTER.

PHILADELPHIA COUNTY, *ss:*

Henry Haines, being duly sworn, says that the foregoing demurrer is not interposed for delay.

HENRY HAINES.

Affirmed to and subscribed before me this — day of February, A. D. 1899.

CHAS. H. PILE,
[SEAL.] *Notary Public.*

Endorsed: No. 26. October sessions, 1898. In the circuit court of the United States eastern district of Pennsylvania. In equity. Arthur R. Rogers and W. E. Hale, receiver, etc., *vs.* Edward P. Al-

lison, *et al.* Demurrer of Henry Haines. Malcolm G. Campbell, J. Campbell Lancaster, for defendants. Filed February 15, 1899, Samuel Bell, clerk, per G. B., Jr.

Circuit Court of the United States, October Sessions, 1898.

HALE, Receiver, *vs.* ALLISON ET AL. } No. 26.

127 *Demurrer.*

Mary K. Perot, one of the defendants above-named, demurs to the whole bill of complaint, and assigns in support of her demurrer the following reasons:

1. It appears from the bill and exhibits that this defendant was not served, and received no notice of the proceedings instituted by Rogers in the Minnesota court, and by reason of such lack of service and notice, said proceedings are not in any way conclusive or binding upon her. The present bill is, therefore, defective for want of proper parties defendant, viz: The Northwestern Guaranty Loan Company and The Minneapolis Trust Company, receiver of said Northwestern Guaranty Loan Company.

2. Inasmuch as said proceedings in the Minnesota court instituted by said Rogers are not in any way binding upon this defendant, the bill is defective in not joining all the stockholders of the Northwestern Guaranty Loan Company as parties defendant.

3. The bill is multifarious by reason of its joinder of one of the alleged creditors Arthur R. Rogers with W. E. Hale, alleged receiver.

4. The bill is defective so far as said Arthur R. Rogers is made a party complainant, because of the fact that his claim amounts to less than two thousand dollars, and is not within the jurisdiction of this court.

5. If the creditors must be joined as parties plaintiff, the bill is defective for want of proper parties plaintiff, in not joining all the creditors in whose favor it is alleged a decree was made in the Minnesota court.

6. The bill as filed does not state anything warranting relief in equity. If the decree made in the Minnesota court was of no legal validity, no proceedings thereof will lie. If it was of legal validity, there is an ample remedy at common law for any rights thereunder which may exist in the receiver or in any other person.

7. If the decree entered in Minnesota has legal validity the remedy is solely by an action at common law against each stockholder individually, and not against all the stockholders or against some of them jointly.

8. W. E. Hale, the alleged receiver appointed under the proceedings in Minnesota, has no right to prosecute any proceedings in equity or otherwise against this defendant, in any other court than that by which he was appointed.

9. The bill discloses no equity entitling the complainants to a decree against this defendant.

10. The relief sought for is one which no court of equity outside of the Commonwealth of Minnesota is required to administer.

128 11. The proceedings in Minnesota upon which the bill in equity is based, have no legal validity as against this defendant, who was not a party notified or served with process therein, and cannot be enforced against her in any form of proceeding.

12. The bill is defective in that it fails to aver that there are no creditors residents of Pennsylvania to whom the resident debtors in Pennsylvania, if liable at all to account, should account.

13. The bill is defective because it appears affirmatively from the exhibits attached thereto and made part thereof that there are creditors resident in this Commonwealth, to whose claims the defendant's debt, if any is owing, should be applied if the same is enforced outside of the State of Minnesota.

WILLIAM C. HANNIS,
For Defendant Mary K. Perot.

I certify that in my opinion the foregoing demurrer is well founded in point of law.

WILLIAM C. HANNIS.

PHILADELPHIA COUNTY, *ss:*

William C. Hannis, being duly sworn, says that the foregoing demurrer is not interposed for the purpose of delay.

WM. C. HANNIS.

Sworn to and subscribed before me this seventeenth day of February, A. D. 1899.

WINFIELD S. SHEARD,
Notary Public.

[SEAL.]

Endorsed: No. 26. Oct. sessions, 1898. Circuit court of the U. S. Hale, receiver, *vs.* Allison, *et al.* Demurrer of Mary K. Perot. William C. Hannis, attorney-at-law, Drexel building, Philadelphia. Filed February 18, 1899, Samuel Bell, clerk, per G. B., Jr.

In the United States Circuit Court for the Eastern District of Pennsylvania. In Equity.

129 ARTHUR R. ROGERS and W. E. HALE, as Receiver for the Collection and Enforcement of the Liability of Stockholders of the Northwestern Guaranty Loan Company, Complainants,

vs.

EDWARD P. ALLISON, GERTRUDE ALLISON, Willis R. Armstrong, William Burnham, George Burnham, Jr., Isabel H. Charlton, Silas Carey, Ellis Clark, John H. Converse, George W. Cornell, James M. Crowell, S. W. Dana, Joseph M. Gazzam, Henry D. Gregory, J. McGregor Gibb, Emeline F. Godfrey, Edward H. Gourley, Emma E. Haman, William Hacker, Henry Haines, Samuel A. Hendrickson, Ernst Hitz, Rudolph Koradi, J. Bertram Lippincott, Edwin F. Morse, George A. Morse, Charles P. Perot, Mary K. Perot, Walter C. Rodman, A. J. Richardson, Abigail Rodman, J. Bunford Samuel, Walter R. Schaefer, Charles M. Swain, Charles J. Shoemaker, Melanie M. Stussy, Richard Tull, Samuel W. Wray, Charles W. West, Edward G. West, Albert B. Weimer, Charles F. Wignall, Alpheus Wilt, Mary Wilt, Florence Wilson, Pennsylvania Company for Insurances on Lives and Granting Annuities (a Corporation), Trustee for Mary A. Gazzam, and The Philadelphia Trust, Safe Deposit and Insurance Company (a Corporation), Trustee for Mary A. Gazzam, Defendants.

No. 26.
October Sessions, 1898.

Demurrer.

Joseph M. Gazzam, one of the defendants, demurs to the whole bill of complaint, and assigns in support of his demurrer the following reasons:

1. It appears from the bill and exhibits that defendant was not served and received no notice of the proceedings instituted by Rogers in the Minnesota court, and that by reason of such lack of service and notice, said proceedings are not in any way conclusive or binding upon him. The present bill is, therefore, defective for want of proper parties defendant, viz, The Northwestern Guaranty Loan Company and The Minneapolis Trust Company, receiver of said Northwestern Guaranty Loan Company.

2. The bill, inasmuch as said proceedings in the Minnesota court instituted by said Rogers are not in any way binding upon defend-

ant, is defective in not joining all the stockholders of the Northwestern Guaranty Loan Company as parties defendant.

130 3. The bill is multifarious by reason of its joinder of one of the alleged creditors, Arthur R. Rogers, with W. E. Hale, alleged receiver.

4. The bill is defective, so far as said Arthur R. Rogers is made a party complainant, because of the fact that his claim amounts to less than $2,000 and is not within the jurisdiction of this court.

5. The bill, if creditors must be joined as parties plaintiff, is defective for want of proper parties plaintiff in not joining all the creditors in whose favor it is alleged a decree was made in the Minnesota court.

6. The bill as filed does not state anything warranting relief in equity. If the decree made in the Minnesota court was of no legal validity, no proceedings thereupon will lie. If it was of legal validity, there is an ample remedy at common law for any rights thereunder which may exist in the receiver or in any other person.

7. If the decree entered in Minnesota has legal validity, the remedy is solely by an action at common law against each stockholder individually, and not against all the stockholders, or against some of them jointly.

8. W. E. Hale, the alleged receiver, appointed under the proceedings in Minnesota, has no right to prosecute any proceedings, in equity or otherwise, against defendant, in any other court than that by which he was appointed.

9. The bill discloses no equity entitling the complainants to a decree against defendant.

10. The relief sought for is one which no court of equity outside of the Commonwealth of Minnesota is required to administer.

11. The proceedings in Minnesota, upon which the bill in equity is based, have no legal validity as against defendant who was not a party notified or served with process therein, and cannot be enforced against him in any form of proceeding.

12. The bill is defective in that it fails to aver that there are no creditors resident in Pennsylvania to whom the resident debtors in Pennsylvania, if liable at all to account, should account.

13. The bill is defective because it appears affirmatively from the exhibits attached thereto and made part thereof that there are creditors resident in this Commonwealth to whose claim the defendant's debt, if any is owing, should be applied, if the same is enforcible outside of the limits of the State of Minnesota.

WILLIAM S. WALLACE,
For Defendant Joseph M. Gazzam.

I certify that in my opinion the foregoing demurrer is well founded in point of law. WILLIAM S. WALLACE.

131 PHILADELPHIA COUNTY, *ss:*

Joseph M. Gazzam, being duly sworn, says that he is one of the defendants in the above-entitled cause, and that the foregoing demurrer is not interposed for delay.

JOSEPH M. GAZZAM.

Sworn to and subscribed before me, this 23d day of February, A. D. 1899.

EDWARD FELL LUKENS,
Notary Public.

[SEAL.]

Endorsed: No. 26. October sessions, 1898. In the circuit court of the United States for the eastern district of Pennsylvania. In equity. Arthur R. Rogers and W. E. Hale, receiver, etc., *vs.* Edward P. Allison, *et al.* Demurrer of Joseph M. Gazzam, one of the defendants. William S. Wallace for defendant. Filed Feb. 23, 1899, Samuel Bell, clerk, per G. B., Jr.

In the United States Circuit Court for the Eastern District of Pennsylvania. In Equity.

ARTHUR W. ROGERS and W. E. HALE, as Receiver for the Collection and Enforcement of the Liability of Stockholders of the Northwestern Guaranty Loan Company, Complainants,

vs.

EDWARD P. ALLISON, GERTRUDE ALLISON, Willis R. Armstrong, William Burnham, George Burnham, Jr., Isabel H. Charlton, Silas Carey, Ellis Clark, John H. Converse, George W. Cornell, James M. Crowell, S. W. Dana, Joseph M. Gazzam, Henry D. Gregory, J. McGregor Gibb, Emeline F. Godfrey, Edward H. Gourley, Emma E. Haman, William Hacker, Henry Haines, Samuel A. Hendrickson, Ernst Hitz, Rudolph Koradi, J. Bertram Lippincott, Edwin F. Morse, George A. Morse, Charles P. Perot, Mary K. Perot, Walter C. Rodman, A. J. Richardson, Abigail Rodman, J. Bunford Samuel, Walter R. Schaefer, Charles M. Swain, Charles J. Shoemaker, Melanie M. Stussy, Richard Tull, Samuel W. Wray, Charles W. West, Edward G. West, Albert B. Weimer, Charles F. Wignall, Alpheus Wilt, Mary Wilt, Florence Wilson, Pennsylvania Company for Insurances on Lives and Granting Annuities (a Corporation), Trustee for Mary A. Gazzam, and The Philadelphia Trust, Safe Deposit and Insurance Company (a Corporation), Trustee for Mary A. Gazzam, Defendants.

No. 26.
October Sessions, 1898.

132

Demurrer.

J. Bertram Lippincott, defendant, demurs to the whole bill of complaint, and assigns in support of his demurrer the following reasons:

1. It appears from the bill and exhibits that this defendant was not served and received no notice of the proceedings instituted by Rogers in the Minnesota court, and that by reason of such lack of service and notice, said proceedings are not in any way conclusive or binding upon him. The present bill is, therefore, defective for want of proper parties defendant, viz., The Northwestern Guaranty Loan Company and The Minneapolis Trust Company, receiver of said Northwestern Guaranty Loan Company.

2. The bill, inasmuch as said proceedings in the Minnesota court instituted by said Rogers are not in any way binding upon this defendant is defective in not joining all the stockholders of the Northwestern Guaranty Loan Company as parties defendant.

3. The bill is multifarious by reason of its joinder of one of the alleged creditors, Arthur R. Rogers, with W. E. Hale, alleged receiver.

4. The bill is defective, so far as said Arthur R. Rogers is made a party complainant, because of the fact that his claim amounts to less than $2,000 and is not within the jurisdiction of this court.

5. The bill, if creditors must be joined as parties plaintiff, is defective for want of proper parties plaintiffs in not joining all the creditors in whose favor it is alleged a decree was made in the Minnesota court.

6. The bill as filed does not state anything warranting relief in equity. If the decree made in the Minnesota court was of no legal validity, no proceedings thereupon will lie. If it was of legal validity, there is an ample remedy at common law for any rights thereunder which may exist in the receiver or in any other person.

7. If the decree entered in Minnesota has legal validity, the
133 remedy is solely by an action at common law against each stockholder individually; and not against all the stockholders or against some of them, jointly.

8. W. E. Hale, the alleged receiver, appointed under the proceedings in Minnesota, has no right to prosecute any proceedings, in equity or otherwise, against these defendants, in any other court than that by which he was appointed.

9. The bill discloses no equity entitling the complainants to a decree against this defendant.

10. The relief sought for is one which no court of equity outside of the Commonwealth of Minnesota is required to administer.

11. The proceedings in Minnesota, upon which the bill in equity is based, have no legal validity as against this defendant who was not a party notified or served with process therein, and cannot be enforced against him in any form of proceeding.

12. The bill is defective in that it fails to aver that there are no creditors resident in Pennsylvania to whom the resident debtors in Pennsylvania, if liable at all to account, should account.

13. The bill is defective because it appears affirmatively from the exhibits attached thereto and made part thereof that there are creditors resident in this Commonwealth to whose claim the defend-

ant's debts, if any are owing, should be applied, if the same are forcible outside of the limits of the State of Minnesota.

BYERLY HART,
For Defendant.

I certify that in my opinion the foregoing demurrer is well founded in point of law.

BYERLY HART.

PHILADELPHIA COUNTY, *ss:*

J. Bertram Lippincott, being duly sworn, says that he is one of the defendants in the above-entitled cause, and that the foregoing demurrer is not interposed for delay.

J. BERTRAM LIPPINCOTT.

Sworn to and subscribed before me, this twentieth day of February, A. D. 1899.

ALLEN SHRYOCK,
[SEAL.] *Notary Public.*

Endorsed: No. 26. October sessions, 1898. In the circuit court of the United States, eastern district of Pennsylvania. In equity. Arthur R. Rogers and W. E. Hale, receiver, etc., *vs.* Edward P. Allison, *et al.* Demurrer of J. Bertram Lippincott. Byerly Hart, for defendant. Filed Feb. 24, 1899, Samuel Bell, clerk, H. R.

134 In the United States Circuit Court for the Eastern District of Pennsylvania. In Equity.

ARTHUR R. ROGERS and W. E. HALE, as Receiver for the Collection and Enforcement of the Liability of Stockholders of the Northwestern Guaranty Loan Company, Complainants,

vs.

EDWARD P. ALLINSON, GERTRUDE ALLINSON, Willis R. Armstrong, William Burnham, George Burnham, Jr., Isabel H. Charlton, Silas Carey, Ellis Clark, John H. Converse, George W. Cornell, James M. Crowell, S. W. Dana, Joseph M. Gazzam, Henry D. Gregory, J. McGregor Gibb, Emeline F. Godfrey, Edward H. Gourley, Emma E. Haman, William Hacker, Henry Haines, Samuel A. Hendrickson, Ernst Hitz, Rudolph Koradi, J. Bertram Lippincott, Edwin F. Morse, George A. Morse, Charles P. Perot, Mary K. Perot, Walter C. Rodman, A. J. Richardson, Abigail Rodman, J. Bunford Samuel, Walter R. Schaefer, Charles M. Swain, Charles J. Shoemaker, Melanie M. Stussy, Richard Tull, Samuel W. Wray, Charles W. West, Edward G. West, Albert B. Weimer, Charles F. Wignall, Alpheus Wilt, Mary Wilt, Florence Wilson, Pennsylvania Company for Insurances on Lives and Granting Annuities (a Corporation), Trustee for Mary A. Gazzam, and The Philadelphia Trust, Safe Deposit and Insurance Company (a Corporation), Trustee for Mary A. Gazzam, Defendants.

No. 26.
October Sessions, 1898.

The plaintiffs in the above-entitled case join issue with the defendants upon the matters of law alleged in the demurrers filed by said defendants.

M. H. BOUTELLE,
C. C. LISTER,
Attorneys for Plaintiffs.

January 18, 1900.

To clerk U. S. C. C.

135 Endorsed: 26. Oct. sess., 1898. U. S. C. C. C. E. D. of Pa. Ha e, receiver, *et al.*, *vs.* Allinson, *et al.* Replication. M. H. Boutelle, C. C. Lister. Filed Jan. 19, 1900, Samuel Bell, clerk, H. R.

15—290

In the United States Circuit Court for the Eastern District of Pennsylvania.

W. E. HALE, as Receiver, Complainant, vs. EDWARD P. ALLISON ET AL., Defendants. } No. 26. October Sessions, 1898.

Know all me- by these presents, that we, W. E. Hale, as receiver for the collection and enforcement of the liability of stockholders of the Northwestern Guaranty Loan Company, insolvent, as principal, and Fidelity and Deposit Company of Maryland, as surety, are holden and stand firmly bound unto Edward P. Allison, *et al*, the above-named defendants, in the penal sum of three hundred dollars ($300), for the payment whereof well and truly to be made unto the said Edward P. Allison *et al.*, defendant- above named, their heirs, executors, administrators, and assigns, we bind ourselves, our successors, representatives and assigns jointly and firmly by these presents.

Upon condition nevertheless, that whereas, the said W. E. Hale, as receiver as aforesaid, has commenced an action in the above-named court against the above-named defendants.

Now, therefore, if the said W. E. Hale, as receiver as aforesaid, shall well and truly pay all the costs that may be awarded against him in the above-named court in the above-entitled action, and in case of an appeal shall well and truly pay all the costs that may be awarded against him in the United States circuit court of appeals for the third circuit, then this obligation shall be void, otherwise to remain in full force and virtue.

In witness whereof, the said W. E. Hale, as said receiver, has hereunto affixed his hand and seal, and the said Fidelity and Deposit Company of Maryland has caused these presents to be executed by a member of its local board of directors, and attested by its agents and its corporate seal to be hereto attached, on this 15th day of January, 1900.

WILLIAM E. HALE, [SEAL.]
As Receiver for the Collection and Enforcement of the Liability of Stockholders of the Northwestern Guaranty Loan Company, Insolvent.

136 FIDELITY AND DEPOSIT CO. OF MD.
HOWARD W. LIPPINCOTT,
Local Director.

Attest: HERMAN HOOPES, *Gen'l Agent.*

[Seal of Company.]

In presence of—

H. A. CHAFFEE,
A. M. HIGGINS,
As to signature of W. E. Hale.

STATE OF MINNESOTA, } ss:
County of Hennepin, }

Be it known that on this 15th day of January, 1900, before me personally appeared W. E. Hale, receiver for the collection and enforcement of the liability of stockholders of the Northwestern Guaranty Loan Company, insolvent, to me known to be the person who executed the foregoing bond, and acknowledged that he executed the same for the uses and purposes therein expressed.

ARTHUR M. HIGGINS,
Notary Public, Hennepin County, Minnesota.

[NOTARIAL SEAL.]

Endorsed: 26. October sess., '98. United States circuit court eastern district of Pennsylvania. W. E. Hale, as receiver, complainant, *vs.* Edward P. Allison, *et al.*, defendants. Bond for costs. Filed April 11, 1900, Samuel Bell, clerk.

And afterwards, to wit, on the 23d day of April, 1900, came the parties aforesaid by their counsel aforesaid and this cause being called for argument surdemurrers to bill of complaint, and having been argued by counsel for the respective parties and the court not being fully advised in the premises takes further time for the consideration of the same.

And afterwards, to wit, on the 11th day of June, 1900, come the parties aforesaid by their counsel aforesaid and the court being fully advised in the premises renders the following opinion, viz:

United States Circuit Court, Eastern District of Pennsylvania. In Equity.

137 HALE ET AL. *vs.* AILINSON ET AL. } No. 26. October Session, 1898.

Demurrer to Bill.

MCPHERSON, *J.:*

The complainant is the receiver of the Northwestern Guaranty Loan Company, a Minneapolis corporation, and has been specially appointed by a court of that State to enforce the additional liability that is imposed upon stockholders in certain classes of corporations by the Minnesota constitution. The defendants are Pennsylvania stockholders, forty-seven in number, who were not served with process, and did not appear in the proceeding by which the Minnesota court ascertained what debts were due by the corporation, and how large the assessment upon each stockholder should be. The assessment was fixed at 100 per cent., and recovery is therefore sought of the whole amount which each defendant can be called upon to pay. The demurrer attacks the bill upon several grounds of which the only one, in my opinion, is necessary to be considered, namely: that the complainant has an adequate remedy at law.

As it stands, the bill is brought by two complainants, one being the creditor that began the foregoing proceedings in Minnesota, and the other being the receiver that was thereupon specially appointed—both professing to sue in this jurisdiction for the equal benefit of all the creditors of the company. The joinder of these two complainants is one of the grounds of demurrer; but, as leave has been asked, and is now granted, to dismiss the creditor from the suit, I shall treat the bill as if it had been brought in the first instance by the receiver alone. But, even this considered, I think it cannot be sustained, because the complainant's remedy is properly at law. I have heretofore had occasion to decide a similar question in Tomkins *v.* Craig, 93 Federal, 885, and without repeating the reason there given (to which I now take leave to refer) I adhere to that decision. It is no doubt true, that the authorities are not uniform upon the point under consideration, but I think this much at least may be safely affirmed: Equity does not under all circumstances acquire jurisdiction of a controversy against numerous defendants, upon the single ground that a multitude of suits at law might thereby be avoided. For example: If the receiver of an insolvent bank should come into possession of fifty promissory notes, apparently due to the bank from as many separate debtors, he certainly would not join these defendants in one equitable proceeding based upon all the notes, merely because fifty suits at law might thereby be avoided. Neither would a court of equity acquire jurisdiction in such a case upon the additional ground, that the money, when collected, would become part of a fund that would be distributed under the court's control. The principles that might govern the distribution would not change the character of the various liabilities sought to be enforced by the bill; and the receiver would be obliged to sue at law upon the separate legal obligation created by each contract, although the money realized by the suits might be afterwards distributed by a court of equity in accordance with equitable principles. Neither would the court acquire jurisdiction in such a case if the further ground be added, that the receiver's right of action against each defendant was similar to his right against every other—being a right in each case to sue upon a contract made with the same insolvent, and evidenced by a written instrument essentially of the same description. Moreover, if such a bill could be filed in equity merely because a multitude of suits at law would thereby be avoided, by what rule of computation should the objectionable multitude be determined? Would two suits be sufficiently numerous? Or five, or twenty-five? And, if one bill might be filed because there were fifty defendants, why might not two bills be filed, each selecting twenty-five defendants? I see no equitable principle, therefore, in the mere consideration that the receiver might have a legal right to sue many debtors separately upon obligations similar in kind; or in the additional fact that the money recovered upon such obligations might afterwards be distributed under the supervision of a court of equity.

138

Something more is necessary before the equitable jurisdiction will attach, and I think the needful something is this: Before a contro-

versy between a receiver and numerous separate debtors of the corporation can be joined in one proceeding, there must be some common relation, or common interest, or common question, to serve as a basis for the joinder. In the absence of such a relation, or interest, or question, as is said by Mr. Pomeroy in the first volume of his treatise on Equity Jurisprudence, section 251, "the decree of a court of equity, and the relief given by it in one judicial proceeding, could not by any possibility prevail to prevent the multiplicity of suits which is the very object of its interference." That is to say: The issues will still be actually numerous, and will still be essentially separate, although there is a formal pretense that one suit only is being carried on. In section 269 the rule is stated affirmatively in the following language: "The weight of authority is simply overwhelming, that the jurisdiction may and should be exercised, either on behalf of a numerous body of separate claimants against a single party, or on behalf of a single party against such a numerous body, although there is no common title nor community of right or of interest in the subject-matter among those individuals, but where there is, and because there is, merely a community of interest among them
in the questions of law and fact involved in the general con-
139 troversy, or in the kind and form of relief demanded and obtained by or against each individual member of the numerous body." And in section 274, a subdivision of the fourth class of such controversies is thus described: "Suits by a single plaintiff against a numerous body of persons to establish his own right and defeat all their opposing claims, where the claims of these persons are legally separate, arose at different times, and from separate sources, and are common only with respect to their interest in the question involved, and in the kind of relief to be obtained by or against each."

These quotations state the rules that are relied on by the complainant to sustain the present bill; but assuming them to be correct—and I have no disposition to controvert them—I do not think the facts bring the bill within the rules. Each case is to be considered upon its own circumstances, in order to determine whether the equitable jurisdiction exists (Rich *v.* Braxton, 158 U. S., 406); and in my opinion the circumstances of the case now before the court do not disclose a common interest between or among the parties, nor a common relation, nor a common interest in the questions involved, or in the kind of *of* relief to be obtained. The common interest of the stockholders in the question, how large the assessment should be, ceased when the decree of the Minnesota court upon that subject was entered. Thereafter, a different question arose for determination—namely: Can the assessment be lawfully enforced against the individuals charged therewith?—and in this question the interest of each stockholder is separate and distinct. The bill asserts the conclusiveness of the Minnesota decree upon the defendants, so far as the necessity for the assessment and the amount charged against each stockholder are concerned; Hancock Bank *v.* Farnum, 20 S. C. Rep., 506. Assuming that position to be sound—and, if I do not so assume it, if these questions are still open for determination, so

far as the Pennsylvania stockholders are to be affected, the bill must fail for want of necessary parties—it is clear that only two classes of questions remain to be decided. The first is, whether a given stockholder was ever liable as such; and the second is, whether, if he were originally liable, his liability has ceased either in whole or in part. Manifestly, as it seems to me, the defendants have no common interest in these questions, or in the relief sought by the receiver against each defendant. The receiver's cause of action against each defendant is no doubt similar to his cause of action against every other, but this is only half of the matter. The real issue, the actual dispute, can only be known after each defendant has set up his defence; and defences may vary so widely that no two controversies may be exactly, or even nearly, alike. If (as is sure to happen) differing defences are put in by different defendants, the bill evidently becomes a single proceeding only in name. In reality, it is a congeries of suits with little relation to each other, except that there is
140 a common plaintiff, who has similar claims against many persons. But as each of these persons became liable, if at all, by reason of a contract entered into by himself alone, with the making of which his codefendants had nothing whatever to do; so he continues to be liable, if at all, because he himself, and not they, has done nothing to discharge the liability. Suppose A to aver that his signature to the subscription list was a forgery. What connection has that averment with B's contention, that his subscription was made by an agent who had exceeded his powers? Or with C's defence, that his subscription was obtained by fraudulent representations? Or with D's defence, that he has discharged his full liability by a voluntary payment to the receiver himself? Or with E's defence, that he has paid to a creditor of the corporation a larger sum than is now demanded? These are separate and individual defences, having nothing in common; and upon each, the defendant setting it up is entitled to a trial by jury, although it may be somewhat troublesome and expensive to award him his constitutional right.

But, even if the ground of diminished trouble and expense may be sufficient, I should still be much inclined to hesitate before I conceded the superiority of the equitable remedy in the present case. Such a bill as is now before the court is certain to be the beginning of a long and expensive litigation. The hearings are sure to be protracted; several, perhaps many, counsel will no doubt be concerned, whose convenience must be consulted; the testimony will soon grow to be voluminous; the expense of printing will be large; the costs of witnesses will not in any degree be diminished; and if some docket costs may be escaped, this is probably the only pecuniary advantage to be enjoyed by this one cumbersome bill over separate actions at law.

A final word may be added. If I am to follow as an authority a dictum of the Supreme Court of the United States in Kennedy *vs*, Gibson, 8 Wall., 505, the bill might have been dismissed without any discussion of the subject on principle. That was a case in which a receiver was seeking to recover from stockholders of an insolvent national bank the additional liability imposed by the Federal statute

and in the course of the opinion the court, holding that the liability was several and not joint, distinctly declared: "Where the whole amount is sought to be recovered, the proceeding must be at law. Where less is required, the proceeding may be in equity, and in such a case an interlocutory decree may be taken for contribution, and the case may stand over for the further action of the court—if such action should subsequently prove to be necessary—until the full amount of the liability is exhausted." No doubt this was a dictum; but, as the circuit court of appeals of the sixth circuit has recently pointed out in Bailey *vs.* Tillinghast, 99 Fed., 801, it has since been recognized in several cases without qualification, and the court of
141 appeals approved it also, saying: "Beyond doubt the ruling that, where the whole amount of the liability is sought to be recovered, the suit must be at law, was based upon the fact that in such a case the remedy in law is adequate, and under the provision of section 723 Rev. St., the action must be brought there, and then the stockholder would be given the privilege of a trial by jury." Where the whole amount is sued for, there seems to be nothing further for equity to do. No account needs to be taken, no ascertainment of liability is to be had; no adjustment of equities is to be made; nothing is to be done except to enforce a separate individual contract for an undivided sum. For such enforcement the legal remedy is inadequate, even if the standard be applied, that "it is not enough that there is a remedy at law; it mus- be plain and adequate, or, in other words, as practical and efficient to the ends of justice and its prompt administration as the remedy in equity" (Rich *vs.* Braxton, 158 U. S., 406); or if the rule be remembered, that "the jurisdiction in equity attaches unless the legal remedy, both in respect to the final relief and the mode of obtaining it, is as efficient as the remedy which equity would confer under the same circumstances;" Kilbourn *vs.* Sunderland, 130 U. S., 514.

I shall not extend this opinion by examining in detail the cases cited by the learned counsel for complainant in their very able brief. Some of these decisions are easily distinguishable from the case at bar, and if others seem perhaps to be at variance with the conclusion I have reached, I am content to have the subject reviewed in the light of the principles to which I have referred. Believing, therefore, that the complainant should sue at law—following in this district the course that he seemed to regard as adequate in the district of Massachusetts; Hale *vs.* Hardon, 95 Fed., 747—I sustain the seventh reason assigned by the demurrer.

Endorsed: 26. Oct. sess., 1898. U. S. C. C. Hale, receiver, *vs.* Allison, *et al.* Opinion surdemurrer. Filed June 11, 1900. Samuel Bell, clerk, H. B. R.

In the United States Circuit Court for the Eastern District of Pennsylvania.

HALE, Receiver, *vs.* ALLISON ET AL. } No. 26. October Sessions, 1898.

142 And now, to wit, July 25, 1900, it is ordered, adjudged and decreed that the demurrer be sustained and the bill dismissed with costs, without prejudice. J. B. McP., *J.*

Endorsed: 26. Oct. sess., 1898. U. S. C. C. E. D. of Pa. Hale, receiver, *vs.* Allison, *et al.* Decree. Filed July 26, 1900, Samuel Bell, clerk.

In the United States Circuit Court for the Eastern District of Pennsylvania. In Equity.

W. E. HALE, as Receiver for the Collection and Enforcement of the Liability of Stockholders of the Northwestern Guaranty Loan Company, Complainants,

vs.

EDWARD P. ALLISON, GERTRUDE ALLISON, Willis R. Armstrong, William Burnham, George Burnham, Jr., Isabel H. Charlton, Silas Carey, Ellis Clark, John H. Converse, George W. Cornell, James M. Crowell, S. W. Dana, Joseph M. Gazzam, Henry D. Gregory, J. McGregor Gibb, Emeline F. Godfrey, Edward H. Gourley, Emma E. Haman, William Hacker, Henry Haines, Samuel A. Hendrickson, Ernst Hitz, Rudolph Koradi, J. Bertram Lippincott, Edwin F. Morse, George A. Morse, Charles P. Perot, Mary K. Perot, Walter C. Rodman, A. J. Richardson, Abigail Rodman, J. Bunford Samuel, Walter R. Schaefer, Charles M. Swain, Charles J. Shoemaker, Melanie M. Stussy, Richard Tull, Samuel W. Wray, Charles W. West, Edward G. West, Albert B. Weimer, Charles F. Wignall, Alpheus Wilt, Mary Wilt, Florence Wilson, Pennsylvania Company for Insurances on Lives and Granting Annuities (a Corporation), Trustee for Mary A. Gazzam, and The Philadelphia Trust, Safe Deposit and Insurance Company (a Corporation), Trustee for Mary A. Gazzam, Defendants. } No. 26. October Sessions, 1898.

143 The above-named complainant conceiving himself aggrieved by the decree heretofore made and entered in the

above-entitled cause on the 26th day of July, 1900, does hereby appeal from said order and decree to the United States circuit court of appeals for the third circuit for the reasons specified in the assignments of errors which is filed herewith, and prays that this appeal may be allowed and that a transcript of the record, proceedings and papers upon which said order and decree was made, duly authenticated, may be sent to the United States circuit court of appeals for the third circuit.

W. E. HALE,
M. H. BOUTELLE,
CHAS. C. LISTER,
Solicitors for Complainant.

Dated July 26, 1900.

The foregoing petition on appeal is granted and the claim of appeal therein made is allowed.

BY THE COURT.

Dated July 26, 1900.

Endorsed: 26. Oct. —, 1898. Hale *vs.* Allinson *et al.* Petition and order allowing appeal. Filed July 26, 1900, Samuel Bell, clerk.

In the United States Circuit Court for the Eastern District of Pennsylvania. In Equity.

W. E. HALE, as Receiver for the Collection and Enforcement of the Liability of Stockholders of the Northwestern Guaranty Loan Company, Complainants,

vs.

EDWARD P. ALLISON, GERTRUDE ALLISON, Willis R. Armstrong, William Burnham, George Burnham, Jr., Isabel H. Charlton, Silas Carey, Ellis Clark, John H. Converse, George W. Cornell, James M. Crowell, S. W. Dana, Joseph M. Gazzam, Henry D. Gregory, J. McGregor Gibb, Emeline F. Godfrey, Edward H. Gourley, Emma E. Haman, William Hacker, Henry Haines, Samuel A. Hendrickson, Ernst Hitz, Rudolph Koradi, J. Bertram Lippincott, Edwin F. Morse, George A. Morse, Charles P. Perot, Mary K. Perot, Walter C. Rodman, A. J. Richardson, Abigail Rodman, J. Bunford Samuel, Walter R. Schaefer, Charles M. Swain, Charles J. Shoemaker, Melanie M. Stussy, Richard Tull, Samuel W. Wray, Charles W. West, Edward G. West, Albert B. Weimer, Charles F. Wignall, Alpheus Wilt, Mary Wilt, Florence Wilson, Pennsylvania Company for Insurances on Lives and Granting Annuities (a Corporation), Trustee for Mary A. Gazzam, and The Philadelphia Trust, Safe Deposit and Insurance Company (a Corporation), Trustee for Mary A. Gazzam, Defendants.

144

No. 26.
October Sessions, 1898.

Assignment and Specification of Error.

I.

The court erred in sustaining the demurrers to complainant's bill and hereunder complainant makes the following specifications:

First. In holding that complainant's bill was defective on the sixth ground in said demurrers stated, viz:

"The bill as filed, does not state anything warranting relief in equity. If the decree made in the Minnesota court was of no legal validity, no proceedings thereupon will lie. If it was of legal validity, there is an ample remedy at common law for any rights thereunder which may exist in the receiver or in any other person."

Second. In holding complainant's bill defective on the seventh ground in said demurrers stated, viz:

"If the decree entered in Minnesota has legal validity, the remedy is solely by an action at common law against each stockholder and not against all the stockholders or against some of them jointly."

II.

The decree of the circuit court dismissing complainant's bill was erroneous in that,

First. It denied to complainant the relief to which, under the allegations of his bill, he was entitled.

Second. It held that complainant had an adequate remedy at law.

Third. It held that a court of equity, on the facts stated by the bill, was without jurisdiction.

Fourth. In that it denied that a court of equity had
145 jurisdiction on the ground that the right asserted and shown by the allegations of said bill was an equitable right.

Fifth. In that it denied that a court of equity had jurisdiction under the allegations of the bill on the ground of preventing multiplicity of suits.

Sixth. In that it denied that a court of equity had, under the allegations of the bill, jurisdiction on the ground that this was an ancillary proceeding and brought in aid of and to enforce an equitable decree of another court.

III.

The decree of the circuit court was erroneous in that,

First. In that it sustained the sixth and seventh grounds assigned by the demurrers.

Second. In that it failed and refused to overrule all the several grounds of demurrers assigned.

Third. In that it sustained the demurrers.

Fourth. In that it dismissed complainant's bill.

Fifth. In that it failed to hold that on the allegations of the bill complainant was entitled to the relief prayed.

IV.

The court erred in that it failed,

First. To overrule the first ground of demurrer.

Second. To overrule the second ground of demurrer.

Thi-d. To overrule the third ground of demurrer.

Fourth. To overrule the fourth ground of demurrer.

Fifth. To overrule the fifth ground of demurrer.

Sixth. To overrule the eighth ground of demurrer.

Seventh. To overrule the ninth ground of demurrer.

Eighth. To overrule the tenth ground of demurrer.

Ninth. To overrule the eleventh ground of demurrer.

Tenth. To overrule the twelfth ground of demurrer.

Eleventh. To overrule the thirteenth ground of demurrer.

Wherefore, complainant prays that the decree be reversed.

M. H. BOUTELLE,
W. E. HALE,
CHAS. C. LISTER,
Solicitors for Complainant.

Endorsed: 26. Oct.—, 1898. Hale *vs.* Allinson, *et al.* Assignment of errors. Filed July 26, 1900, Samuel Bell, clerk.

146 The United States Circuit Court of Appeals for the Third Circuit.

W. E. HALE, as Receiver for the Collection and Enforcement of the Liability of Stockholders of the Northwestern Guaranty Loan Company, Complainant and Appellant,

vs.

EDWARD P. ALLISON, GERTRUDE ALLISON, WILLIS R. ARMSTRONG, William Burnham, George Burnhan, Jr., Isabel H. Charlton, Silas Carey, Ellis Clark, John H. Converse, George W. Cornell, James M. Crowell, S. W. Dana, Joseph M. Gazzam, Henry D. Gregory, J. McGregor Gibb, Emeline F. Godfrey, Edward H. Gourley, Emma E. Haman, William Hacker, Henry Haines, Samuel A. Hendrickson, Ernst Hitz, Rudolph Koradi, J. Bertram Lippincott, Edwin F. Morse, George A. Morse, Charles P. Perot, Mary K. Perot, Walter C. Rodman, A. J. Richardson, Abigail Rodman, J. Bunford Samuel, Walter R. Schaefer, Charles M. Swain, Charles J. Shoemaker, Melanie M. Stussy, Richard Tull, Samuel W. Wray, Charles W. West, Edward G. West, Albert B. Weimer, Charles F. Wignall, Alpheus Wilt, Mary Wilt, Florence Wilson, Pennsylvania Company for Insurances on Lives and Granting Annuities (a Corporation), Trustee for Mary A. Gazzam, and The Philadelphia Trust, Safe Deposit and Insurance Company (a Corporation), Trustee for Mary A. Gazzam, Defendants and Appellees.

Know all men by these presents, that we, W. E. Hale, as receiver for the collection and enforcement of the liability of stockholders of the Northwestern Guaranty Loan Company as principal and the Fidelity and Deposit Company of Maryland, a corporation, as surety are held and firmly bound unto the above-named defendants and appellees in the full and just sum of five hundred (500.00) dollars, to be paid to said defendants and appellees, their attorneys, executors, administrators or assigns; for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

Sealed with our seals and dated this 18th day of July, in the year of our Lord one thousand nine hundred.

147 Whereas, lately at a circuit court of the United States for the eastern district of Pennsylvania, in a suit pending in said court between the said above-named W. F. Hale, as receiver, complainant, and the above-named Edward P. Allison, *et al.*, defendants a decree was rendered against the said complainant, and the said

complainant having obtained an appeal from said decree to the circuit court of appeals in and for the third circuit, and filed a copy thereof in the office of the clerk of the said circuit court to reverse the decree in the aforesaid suit, and a citation directed to the above-named defendants and appellees citing and admonishing them to be and appear at a session of the United States circuit court of appeals for the third circuit, to be holden at the city of Philadelphia, in said circuit, within thirty (30) days from the 26th day of July, 1900.

Now, therefore, the condition of the above obligation is such that if the said W. E. Hale, as receiver, complainant and appellant as aforesaid, shall prosecute said appeal to effect and answer all damages and costs if he fail to make the said plea good, then the above obligation to be void, else to remain in full force and virtue.

WILLIAM E. HALE,
As Receiver for the Collection and Enforcement of the Liability of Stockholders of the Northwestern Guaranty Loan Company.
FIDELITY & DEPOSIT CO.,
OF MARYLAND.
EDWIN H. BARBER,
Local Director.

Attest:
HERMAN HOOPES,
General Agent. [SEAL OF CO.]

Signed, sealed and delivered in the presence of
H. A. CHAFFEE.
WM. B. HENDERSON,
As to W. E. Hale as Receiver.
F. TOWNSEND,
As to the Fidelity and Deposit Company of Maryland.

The foregoing bond is hereby approved.

BY THE COURT.

Approved:
WALTER C. RODMAN,
Of Counsel for Defendant.

148 STATE OF MINNESOTA, } ss:
County of Hennepin, }

Be it remembered, that on this 17th day of July, 1900, personally appeared before me the undersigned, a notary public, within and for Hennepin county, Minnesota, W. E. Hale, to me known to be the person who executed the foregoing bond as receiver for the collection and enforcement of the liability of stockholders of the Northwestern Guaranty Loan Company, and acknowledged the execution of said bond as his free act and deed as such receiver for the uses and purposes therein expressed.

WILLIAM B. HENDERSON,
[SEAL.] *Notary Public, Hennepin Co., Minnesota.*

Endorsed: 26. October —, 1898. Hale *vs.* Allinson, *et al.* Bond surappeal. Filed July 26th, 1900. Samuel Bell, clerk.

The United States Circuit Court for the Eastern District of Pennsylvania.

W. E. HALE, as Receiver for the Collection and Enforcement of the Liability of Stockholders of the Northwestern Guaranty Loan Company, Complainant,

vs.

EDWARD P. ALLISON, GERTRUDE ALLISON, WILLIS R. ARMSTRONG, William Burnham, George Burnham, Jr., Isabel H. Charlton, Silas Carey, Ellis Clark, John H. Converse, George W. Cornell, James M. Crowell, S. W. Dana, Joseph M. Gazzam, Henry D. Gregory, J. McGregor Gibb, Emeline F. Godfrey, Edward H. Gourley, Emma E. Haman, William Hacker, Henry Haines, Samuel A. Hendrickson, Ernst Hitz, Rudolph Koradi, J. Bertram Lippincott, Edwin F. Morse, George A. Morse, Charles P. Perot, Mary K. Perot, Walter C. Rodman, A. J. Richardson, Abigail Rodman, J. Bunford Samuel, Walter R. Schaefer, Charles M. Swain, Charles J. Shoemaker, Melanie M. Stussy, Richard Tull, Samuel W. Wray, Charles W. West, Edward G. West, Albert B. Weimer, Charles F. Wignall, Alpheus
149 Wilt, Mary Wilt, Florence Wilson, Pennsylvania Company for Insurances on Lives and Granting Annuities (a Corporation), Trustee for Mary A. Gazzam, and The Philadelphia Trust, Safe Deposit and Insurance Company (a Corporation), Trustee for Mary A. Gazzam, Defendants.

UNITED STATES OF AMERICA, *Third Judicial District*, } *ss:*

To the above-named defendants, Greeting:

You are hereby cited and admonished to be and appear at a session of the United States circuit court of appeals for the third circuit, to be holden at the city of Philadelphia, in said circuit, within thirty (30) days, pursuant to an appeal filed in the office of the clerk of the circuit court of the United States for the eastern district of Pennsylvania, wherein the above-named W. E. Hale, as receiver for the collection and enforcement of the liability of stockholders of the Northwestern Guaranty Loan Company is appellant and you are appellees, and that you then and there show cause, if any there be, why the order and decree heretofore made and entered in the above-entitled cause on the 26th day of July, 1900, and against said appellant, as in said appeal mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Melville W. Fuller, Chief Justice of the United States, this 26th day of July, 1900.

Dated July 26, 1900.

JOHN B. McPHERSON,
United States District Judge,
Presiding in the Circuit Court.

H. B. R.

Attest:
HENRY B. ROBB,
Deputy Clerk.

I accept service of the above.

JOHN G. JOHNSON,
Per J. W. BAYARD,
For Defendants.

July 27, 1900.

Endorsed: U. S. *S.* C., E. D. of Pa. Hale *vs.* Allison *et al.* Citation. Filed July 27, 1900. Samuel Bell, clerk.

150 UNITED STATES OF AMERICA, } *sct:*
Eastern District of Pennsylvania, }

I, Samuel Bell, clerk of the circuit court of the United States of America, for the eastern district of Pennsylvania, in the third circuit, do hereby certify the foregoing to be a true, complete and faithful copy of the original pleas and proceedings in the case of Arthur R. Rogers, *et al. vs.* E. P. Allinson, *et al.*, No. 26, October session, 1898, on file and now remaining among the records of the said court in my office.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the said court, at Philadelphia, this 31st day of July, in the year of our Lord one thousand nine hundred, and of the Independence of the United States the one hundred and twenty fifth.

SAMUEL BELL,
Clerk C. C.,
Per BRODBECK.

151 In the United States Circuit Court of Appeals for the Third Circuit, September Term, 1900.

No. 19.

And afterwards, to wit, on the third day of October, A. D. 1900, this cause being called for argument on the transcript of record from the circuit court of the United States for the eastern district of Pennsylvania, before Hon. George M. Dallas and Hon George Gray, circuit judges, and Hon. Edward G. Bradford, district judge, and being argued by counsel for the respective parties, and the court not being fully advised in the premises, takes further time for consideration thereof.

And afterwards, to wit, on the fourth day of January, A. D. 1901, comes the parties aforesaid by their counsel aforesaid, and the court now being fully advised in the premises renders the following opinion, to wit:

In the United States Circuit Court of Appeals for the Third Circuit.

ARTHUR R. ROGERS and W. E. HALE, Receivers for the Collection and Enforcement of the Liability of Stockholders of the Northwestern Guaranty Loan Company, Appellants,
vs.
EDWARD P. ALLINSON, Appellee.

Before Dallas and Gray, circuit judges, and Bradford, district judge.

DALLAS, *J.:*

This suit was begun by a bill in equity filed by two persons, one a creditor and the other the receiver of the Northwestern Guaranty Loan Company; but leave having been asked and granted to dismiss the creditor from the suit, it was treated below, and has been considered here, as if it had been brought in the first instance by the receiver alone. He asserted the right to sue as receiver by virtue of his appointment to that office under the laws of Minnesota, by a court of that State, in a proceeding which had been instituted against the Northwestern Guaranty Loan Company and certain of its stockholders at the instance of certain of its creditors. The bill
152 alleged that under the constitution and laws of Minnesota, the stockholders were severally liable to an amount not exceeding the par value of their respective shares, for any deficiency in the assets of the corporation to meet its indebtedness; that in the proceeding before mentioned, the existence of such a deficiency was ascertained, and was found to be so great as to require every stockholder to contribute to the full amount of his said liability; that the Minnesota court had, in the same proceeding, decreed that the stockholders should pay accordingly, and had directed the complainant as receiver to collect the sums so ordered to be paid; and that the defendants were respectively holders of shares as in the bill particularly stated. Thereupon it was asked that they should "be adjudged liable to pay and contribute to the extent of the par value of their several holdings of stock, for the equal benefit of the creditors of the said corporation." Several demurrers were interposed, but it is not necessary to refer to them separately or in detail. The points urged in their support are, in substance, (1) that the complainant's appointment as receiver by the Minnesota court did not entitle him to sue as such in the circuit court of the United States for the eastern district of Pennsylvania; (2) that the defendants below were not bound by the proceeding in Minnesota; (3) that, irrespective of any other question, a suit in equity was not maintainable, because there was an adequate remedy by separate action at law against each of the stockholders who were joined as defendants in the bill.

We strongly incline to the opinion that the two points first stated

might well have been sustained. This receiver is but the creature of the court which appointed him, and no legal title is vested in him. Therefore, his asserted right to sue in another jurisdiction cannot be conceded, unless the law as declared in Booth *vs.* Clark (17 How., 322) has been changed in this respect by the decision in Relfe *vs.* Rundle (103 U. S., 322), and we are not prepared to say that it has been. Hale *vs.* Hardon, 87 Fed. Rep., 283. None of the defendants was a party to the proceeding in the Minnesota court, and while we do not now decide the matter, because it is unnecessary to do so, it is not to be inferred that we assent to the proposition that because the stockholders of a corporation are so far privy in interest as to be bound by a judgment against it, they are also bound by a decree that they, individually, shall wholly or partially pay its indebtedness, although they have never had a day in court to controvert the existence of the facts upon which their obligation to do so is dependent. Hawkins *vs.* Glenn, 131 U. S., 319; Hancock Nat. Bank *vs.* Farnum, 176 U. S., 640; and see the dissenting opinion of Colt, J., in Hale *vs.* Hardon, 95 Fed. Rep., 777.

153 But the court below dismissed the bill solely upon the ground that the complainant had an adequate remedy at law, and the learned judge dealt with that subject so fully and satisfactorily as to render any further discussion of it superfluous. We adopt his opinion as our own, and, for the reasons it presents, the decree is affirmed.

Filed January 4th, 1901.

In the United States Circuit Court of Appeals for the Third Circuit, September Term, 1900.

ARTHUR R. ROGERS and W. E. HALE, Receivers for the Collection and Enforcement of the Liability of Stockholders of the Northwestern Guaranty Loan Company, Appellants,

vs.

EDWARD P. ALLINSON, Appellee.

No. 19.

Appeal from the circuit court of the United States for the eastern district of Pennsylvania.

This cause came on to be heard on the transcript of record from the circuit court of the United States for the eastern district of Pennsylvania, and was argued by counsel.

On consideration whereof, it is now here ordered, adjudged and decreed by this court that the decree of the said circuit court in this cause, be, and the same is hereby affirmed with costs.

GEORGE M. DALLAS,
Circuit Judge.

Philadelphia, January 8th, 1901.

154 United States Circuit Court of Appeals for the Third Circuit, September Term, 1900.

W. E. HALE, Receiver for the Collection and Enforcement of the Liability of Stockholders of the Northwestern Guaranty Loan Company, Appellant,
vs.
EDWARD P. ALLINSON, Appellee. } No. 19.

Appeal from the circuit court of the United States for the eastern district of Pennsylvania.

And now, to wit, this eighth day of February, A. D., 1901, it is ordered that mandate issue to the said circuit court of the United States for the eastern district of Pennsylvania, in accordance with the opinion and decree of this court in said cause.

GEORGE M. DALLAS,
Circuit Judge.

UNITED STATES OF AMERICA, *ss:*

The President of the United States of America to the honorable the judges of the circuit court of the United States for the eastern district of Pennsylvania, Greeting:

Whereas, lately in the circuit court of the United States for the eastern district of Pennsylvania, before you, or some of you, in a cause between W. E. Hale, receiver for the collection and enforcement of the liability of stockholders of the Northwestern Guaranty Loan Company, appellant, and Edward P. Allison, Gertrude Allison, Willis R. Armstrong, William Burnham, George Burnham, Jr., Isabel H. Charlton, Silas Carey, Ellis Clark, John H. Converse, George W. Cornell, James M. Crowell, S. W. Dana, Joseph M. Gazzam, Henry D. Gregory, J. McGregor Gibb, Emeline T. Godfrey, Edward H. Gourley, Emma E. Haman, William Hacker, Henry Haines, Samuel A. Hendrickson, Ernst Hitz, Rudolph Koradi,
J. Bertram Lippincott, Edwin F. Morse, George A. Morse,
155 Charles P. Perot, Mary K. Perot, Walter C. Rodman, A. J. Richardson, Abigail Rodman, J. Bunford Samuel, Walter R. Shaeffer, Charles M. Swain, Charles J. Shoemaker, Melanie M. Stussy, Richard Tull, Samuel W. Wray, Charles W. West, Edward G. West, Albert B. Weimer, Charles F. Wignall, Alpheus Wilt, Mary Wilt, Florence Wilson, Pennsylvania Company for Insurance on Lives and Granting Annuities (a corporation), trustee for Mary A. Gazzam, and The Philadelphia Trust Safe Deposit and Insurance Company (a corporation), trustee for Mary A. Gazzam, appellees, wherein the decree of the said circuit court entered in said cause is in the following words, viz:

"And now, to wit, July 25th, 1900, it is ordered, adjudged and decreed that the demurrer be sustained and the bill dismissed with costs without prejudice."

As by the inspection of the transcript of the record of the said circuit court which was brought into the United States circuit court of appeals for the third circuit by virtue of an appeal agreeably to

the act of Congress, in such case made and provided, fully and at large appears.

And whereas, in the present term of September, in the year of our Lord one thousand nine hundred, the said cause came on to be heard before the said United States circuit court of appeals on the said transcript of record, and was argued by counsel:

On consideration whereof, it is now here ordered, adjudged and decreed by this court that the decree of the said circuit court in this cause be and the same is hereby affirmed with costs, and that the said respondents, Edward P. Allison, Gertrude Allison, Willis R. Armstrong, Wm. Burnham, George Burnham, Jr., Isabel H. Charlton, Silas Carey, Ellis Clark, John H. Converse, George W. Cornell, James M. Crowell, S. W. Dana, Joseph M. Gazzam, Henry D. Gregory, J. McGregor Gibb, Emiline F. Godfrey, Edward H. Gourley, Emma E. Haman, William Hacker, Henry Haines, Samuel A. Hendrickson, Ernst Hitz, Rudolph Koradi, J. Bertram Lippincott, Edwin F. Morse, George A. Morse, Charles P. Perot, Mary K. Perot, Walter C. Rodman, A. J. Richardson, Abigail Rodman, J. Bunford Samuel, Walter R. Shaefer, Charles M. Swain, Charles J. Shoemaker, Melabie M. Stussey, Richard Tull, Samuel W. Wray, Charles W. West, Edward G. West, Albert B. Weimer, Charles F. Wignall, Alpheus Wilt, Mary Wilt, Florence Wilson, Pennsylvania Company for Insurance on Lives and Granting Annuities (a corporation), trustee for Mary A. Gazzam, and The Philadelphia Trust Safe Deposit and Insurance Company (a corporation), trustee for Mary A. Gazzam, recover against the
156 said complainant, W. E. Hale, as receiver for the collection and enforcement of the liability of stockholders of the Northwestern Guaranty Loan Company, twenty dollars for their costs herein expended and have execution therefor.

Philadelphia, January 8th, 1901.

You, therefore, are hereby commanded that such execution and proceedings be had in said cause, as according to right and justice, and the laws of the United States, ought to be had, the said appeal notwithstanding.

Witness, the Honorable Melville W. Fuller, Chief Justice of the Supreme Court of the United States, at Philadelphia, the eighth day of February, in the year of our Lord one thousand nine hundred and one.

Costs of appellee—attorney, $20.00.

WM. H. MERRICK,
Clerk of the U. S. Circuit Court of Appeals, Third Circuit.

UNITED STATES OF AMERICA, ss:

I, William H. Merrick, clerk of the United States circuit court of appeals for the third circuit, do hereby certify the foregoing pages from one to one hundred and sixty inclusive to contain a full, complete and faithful copy of the original transcript of record in the case of Arthur R. Rogers and W. E. Hale, receivers for the collection and enforcement of the liability of stockholders of the Northwestern Guaranty Loan Company, appellants, and Edward P. Allinson, ap-

pellee, on file, and now remaining among the records of the said court, in my office.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of the said court, at Philadelphia, this twelfth day of March in the year of our Lord one thousand nine hundred and one and of the Independence of the United States the one hundred and twenty-fifth.

[Seal United States Circuit Court of Appeals, Third Circuit.]

WM. H. MERRICK,
Clerk U. S. Circuit Court of Appeals, Third Circuit.

157 [Endorsed:] File No. 18,106 U. S. circuit court of appeals, third circuit. Term No. 290. William E. Hale, as receiver for the collection and enforcement of the liability of stockholders of the Northwestern Guaranty Loan Company (a corporation), petitioner, *vs.* Edward P. Allinson *et al.* Filed April 5, 1901.

158 UNITED STATES OF AMERICA, *ss:*

[Seal of the Supreme Court of the United States.]

The President of the United States of America to the honorable the judges of the United States circuit court of appeals for the third circuit, Greeting:

Being informed that there is now pending before you a suit in which W. E. Hale, as receiver for the collection and enforcement of the liability of stockholders of the Northwestern Guaranty Loan Company, is appellant, and Edward P. Allinson *et al.*, are appellees, which suit was removed into the said circuit court of appeals by virtue of an appeal from the circuit court of the United States for the eastern district of Pennsylvania, and we, being willing for certain reasons that the said cause and the record and proceedings therein should be certified by the said circuit court of appeals
159 and removed into the Supreme Court of the United States, do hereby command you that you send without delay to the said Supreme Court, as aforesaid, the record and proceedings in said cause, so that the said Supreme Court may act thereon as of right and according to law ought to be done.

Witness the Honorable Melville W. Fuller, Chief Justice of the United States, the 15th day of May, in the year of our Lord one thousand nine hundred and one.

JAMES H. McKENNEY,
Clerk of the Supreme Court of the United States.

160 [Endorsed:] File No. 18,106. Supreme Court of the United States. No. 621, October term, 1900. William E. Hale, as receiver, &c., *vs.* Edward P. Allinson *et al.* Writ of certiorari.

161 U. S. C. C. of Appeals, Third Circuit, September Term, 1900.

W. E. HALE, Receiver,
vs.
EDWARD P. ALLINSON, ESQ. } No. 19.

Supreme Court of the U. S., October Term, 1900.

W. E. HALE, Receiver,
vs.
EDWARD P. ALLINSON ET AL. } No. 621.

It is hereby stipulated by the respective counsel in the above case that the certified copy of the transcript of record on file in the Supreme Court of the United States, shall be taken as a return to the writ of certiorari granted on May fifteenth, A. D. 1901 by the Supreme Court of the United States in the case of W. E. Hale, receiver *vs.* Edward P. Allinson *et al.*, United States circuit court of appeals for the third circuit, September term 1900, No. 19.

CHAS. C. LISTER,
M. H. BOUTELLE,
Att'ys for Pl'ff.
JOHN G. JOHNSON,
Att'y for Defs.

5, 28, '01.

162 [Endorsed:] 19, Sep. T., 1900. U. S. C. C. appeals, third circuit. Hale, receiver, *et al. vs.* Allinson *et al.* Stipulation.

163 UNITED STATES OF AMERICA, *sct:*

I, William H. Merrick, clerk of the United States circuit court of appeals, for the third circuit, by virtue of the foregoing writ of certiorari and in obedience thereto do hereby certify to the Supreme Court of the United States the consent of counsel for the respective parties thereto annexed as my return to the said writ.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of the said court, at Philadelphia, this 29th day of May, in the year of our Lord one thousand nine hundred and one and of the Independence of the United States the one hundred and twenty-fifth.

Seal United States Circuit Court of Appeals, Third Circuit.

WM. H. MERRICK,
Clerk U. S. Circuit Court of Appeals, Third Circuit.

164 [Endorsed:] File No. 18,106 Supreme Court U. S., October term, 1900. Term No. 290. Wm. E. Hale, as rec'r, &c., petitioner, *vs.* Edward P. Allinson *et al.* Writ of certiorari and return. Filed May 31, 1901.